



Maryland Department of Health

MULTI-STEP INVITATION FOR BIDS (MS-IFB)

SOLICITATION NO. 19-17846

Issue Date: 06/05/2019

Laboratory Services for Maryland Department of Health Facilities

NOTICE

A Prospective Bidder that has received this document from a source other than eMaryland Marketplace (eMM) <https://emaryland.buyspeed.com/bso/> should register on eMM. See **Section 1.8**.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

**STATE OF MARYLAND
NOTICE TO VENDORS**

In order to help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this Contract, please email or fax this completed form to the attention of the Procurement Officer (see the Key Information Sheet below for contact information).

**Title: LABORATORY SERVICES FOR MARYLAND DEPARTMENT OF HEALTH
FACILITIES**

Solicitation No: 19-17846

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:
- ☐ Other commitments preclude our participation at this time.
 - ☐ The subject of the solicitation is not something we ordinarily provide.
 - ☐ We are inexperienced in the work/commodities required.
 - ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
 - ☐ The scope of work is beyond our present capacity.
 - ☐ Doing business with the State of Maryland is simply too complicated. (Explain in REMARKS section.)
 - ☐ We cannot be competitive. (Explain in REMARKS section.)
 - ☐ Time allotted for completion of the Bid/Proposal is insufficient.
 - ☐ Start-up time is insufficient.
 - ☐ Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
 - ☐ Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
 - ☐ MBE or VSBE requirements. (Explain in REMARKS section.)
 - ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
 - ☐ Payment schedule too slow.
 - ☐ Other: _____
2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.).

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) ____ - _____

Address: _____

E-mail Address: _____

**STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
MS-IFB KEY INFORMATION SUMMARY SHEET**

Invitation for Bids:	Services: LABORATORY SERVICES FOR MDH FACILITIES
Solicitation Number:	19-17846
MS-IFB Issue Date:	06/05/2019
MS-IFB Issuing Office:	MARYLAND DEPARTMENT OF HEALTH
Procurement Officer:	Dana Dembrow (MDH-OPASS Room 416A 201 West Preston Street Baltimore, Maryland 21201 Phone: 410-767-0974 Fax: 410-333-5958 e-mail: MDH.solicitationquestions@maryland.gov
Contract Monitor:	Thomas Lewis Behavioral Health Administration SGHC- Dix Building 55 Wade Avenue Catonsville, Maryland 21228 Phone: 410-402-8431 Fax: 410-402-8441 e-mail: tom.lewis@maryland.gov
Bids and Technical Offers are to be sent to:	MDH-OPASS Room 416A 201 West Preston Street Baltimore, Maryland 21201 Attention: Tearson Buckner
Pre-Bid Conference:	June 20, 2019 Local Time Basement Lower Level Conference Room Dix Building, Spring Grove Hospital Center 55 Wade Avenue Catonsville, Maryland 21228
Bid and Technical Offer Due (Closing) Date and Time:	July 10, 2019 2:00 p.m. Local Time
Public Bid Opening:	July 11, 2019 2:00 p.m. Local Time 201 W. Preston Street Room 416A Baltimore, Maryland 21201
MBE Subcontracting Goal:	0 %
VSBE Subcontracting Goal:	0 %

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Maryland Department of Health (MDH) is issuing this Multi-Step Invitation for Bids (MS-IFB) in order to procure the services defined in Section 3, as specified in this MS-IFB from a contract between the successful bidder(s) and the Maryland Department of Health. The Contractor will provide laboratory services to the Maryland Department of Health Facilities (See Attachment P).
- 1.1.2 It is the State's intention to obtain services, as specified in this MS-IFB, from a Contract between the selected Bidder and the State. The anticipated duration of services to be provided under this Contract is three years base term with two one-year option terms. See Section 1.4 for more information.
- 1.1.3 The Department intends to make a single award as a result of this MS-IFB. See MS-IFB Section 1.15 for more information.
- 1.1.4 A Bidder, either directly or through its subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

1.2 Abbreviations and Definitions

For purposes of this MS-IFB, the following abbreviations or terms have the meanings indicated below:

- 1. **Bid** – A statement of price offered by a Bidder in response to an MS-IFB.
- 2. **Bidder Price Form** or **Bid Form** – The Attachment F Bid Form.
- 3. **Bidder** – An entity that submits a Bid in response to this MS-IFB.
- 4. **Business Day(s)** – The official working days of the week to include Monday through Friday. Official working days exclude State Holidays (see definition of “Normal State Business Hours” below).
- 5. **CLIA-88** – Clinical Laboratory Improvement Act of 1988
- 6. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us/COMAR/ComarHome.html.
- 7. **Contract** – The Contract awarded to the successful Bidder pursuant to this MS-IFB. The Contract will be in the form of **Attachment A**.
- 8. **Contract Commencement** - The date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. See Section 1.4.
- 9. **Contract Monitor (CM)** – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor's responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.

10. **Contract Officer (CO)** – The Office of Procurement and Support Services (OPASS) designated individual assigned to facilitate the procurement process. The Procurement Officer may designate the Contract Officer to conduct components of the procurement on behalf of the Procurement Officer.
11. **Contractor** – The selected Bidder that is awarded a Contract by the State.
12. **Contractor Personnel** – Employees and agents and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this IFB.
13. **Contractor's Account Representative** - An employee or agent of the Contractor who is authorized by the Contractor to make representations and commitments on behalf of the Contractor and to receive and act upon or implement communications from the Department Contract Monitor and/or Facility Contract Administrators.
14. **Critical/Panic Values** – Laboratory results which indicate a condition likely to require prompt clinical intervention. It is the responsibility of the Contractor to communicate these results in accordance with Section 3.2.6 b to the medical or other appropriate personnel of the requesting Facility.
15. **Department or MDH** – Maryland Department of Health.
16. **eMM** – eMaryland Marketplace (see MS-IFB Section 1.8).
17. **Facility Contract Administrator** - The MDH individual Facility representative for this Contract who, in conjunction with the Contract Monitor, is primarily responsible for Contract administration functions between the individual Facility and the Contractor.
18. **Facility/Facilities** – Has the same meaning as Maryland Department of Health Facilities, below.
19. **Go-Live Date** – The date, as specified in the Notice to Proceed, when the Contractor must begin providing all services required by this solicitation. See Section 1.4.
20. **Laboratory Test** – A test (such as a blood test or urinalysis procedure) performed by a medical laboratory on a specimen taken from a patient. Each reported component of a laboratory test is considered to be a separate test.
21. **Laboratory Test Schedule** - 1. A complete list of all laboratory tests that can be performed by a Bidder. For any test that is not contained on the Bid Form, the Bidder shall provide its standard commercial price to perform the test and its normal time frame for the completion of the test and reporting of results. 2. For the Bidder that is selected for award and becomes the Contractor, its submitted Laboratory Test Schedule will be used to establish Tier Two and Three Tests as defined below and as described in Section 3.2.18.
22. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
23. **Maryland Department of Health Facilities** - The ten (10) Facilities operated by the Maryland Department of Health included in this procurement, comprised of: Seven (7) Facilities administered by the Behavioral Health Administration - Spring Grove Hospital Center, Clifton T. Perkins Hospital Center, Springfield Hospital Center, Thomas B. Finan Center, Eastern Shore Hospital Center, JLG RICA-Rockville and RICA-Baltimore; Two (2) Developmental Disabilities Administration Facilities, the Potomac Center and Holly Center; and one (1) Public Health Facility, Deer's Head Hospital Center. A listing of the 10 MDH Facilities, including addresses and telephone numbers, is provided in Attachment P.
24. **Minority Business Enterprise (MBE)** – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
25. **Multi-Step Invitation for Bids (MS-IFB)** – This Multi-Step Invitation for Bids solicitation issued by the Maryland Department of Health, with the Solicitation Number and date of issuance indicated in the MS-IFB Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors), including any addenda.
26. **Normal State Business Hours** – Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.

27. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer that work under the Contract is to begin as of a specified date. The NTP Date is the Go-Live Date and is the official start date of the Contract for the actual delivery of services as described in this solicitation. Additional NTPs may be issued by either the Procurement Officer or the Department Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
28. **NTP Date** – The date specified in an NTP for work on the Contract to begin.
29. **Procurement Coordinator** – The State representative designated by the Procurement Officer to perform certain duties related to this solicitation which are expressly set forth herein
30. **Procurement Officer** – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (Attachment A), including being the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
31. **Routine Test** – A laboratory test done on a clinical specimen(s) in order to obtain information about the health of a patient as pertaining to the diagnosis, treatment, and prevention of a disease or disorder.
32. **STAT Test** – A laboratory test conducted when a patient’s condition is determined by a physician or approved medical personnel to warrant lab value results within a four-hour time period from time of notification of need for the test. See Sections 3.2.4 and 3.2.5.
33. **State** – The State of Maryland.
34. **Technical Offer** – A Bidder’s response to the Scope of Work requirements of this MS-IFB. A Bidder’s Technical Offer will be determined to be acceptable or not acceptable prior to any opening of a Bidder’s Bid Price Form. See MS-IFB Sections 4.1 and 4.2 for more information.
35. **Test Pricing Tiers** – Three tiers or categories of laboratory tests established on the basis of how test prices are determined. See Tier One, Two and Three Test definitions.
36. **Tier One Test** – All laboratory tests contained on the Attachment F Price Form for which individual firm fixed prices have been requested.
37. **Tier Two Test** – Any laboratory test that the Contractor can perform for which firm fixed prices have not been requested on the Attachment F Price Form and which are not designated as a Tier Three Test. As described in Section 3.2.18, Tier Two Tests will be paid at 65% of the Contractor’s list price.
38. **Tier Three Test** – A maximum of ten rarely (not typically ordered in the course of standard clinical care) requested laboratory tests that would otherwise be a Tier Two Test except that due to the rareness of requests or other circumstances there is not a published price for the test or the volatility of such pricing practically precludes locking the price at the 65% of list price level mandated for a Tier Two Test.
39. **Total Bid Price** - The Bidder’s total bid price or evaluated bid price for services in response to this solicitation, included Attachment F – Bid Form.
40. **Veteran-owned Small Business Enterprise (VSBE)** – a business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

1.3 Contract Type

The Contract resulting from this solicitation shall be an Indefinite Quantity Contract with Firm Fixed Unit Prices in accordance with COMAR 21.06.03.02 & 21.06.03.06. A (2). However, these firm fixed prices are subject to adjustment as described in Sections 3.2.18 f and 3.2.22 if the first or both renewal options (see Section 1.4.4), are exercised by the Department.

1.4 Contract Duration

- 1.4.1 The Contract that results from this solicitation shall commence as of the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required (“Contract Commencement”).
- 1.4.2 The period of time from the date of Contract Commencement through the Go-Live Date (see Section 1.2 definition and Section 1.4.3) will be the Contract “Start-up Period.” During the Start-up Period the Contractor shall perform start-up activities such as are necessary to enable the Contractor to begin the successful performance of Contract activities as of the Go-Live Date. No compensation will be paid to the Contractor for any activities it performs during the Start-up Period
- 1.4.3 As of the Go-Live Date contained in a Notice to Proceed (see Section 1.2 definition), anticipated to be on or about September 1, 2019, the Contractor shall perform all activities required by the Contract, including the requirements of this solicitation and its Technical Offer, for the compensation described in its Bid.
- 1.4.4 The duration of the Contract will be for the period of time from Contract Commencement to the Go-Live Date (the Start-Up Period as described in Section 1.4.2) plus three years from the Go-Live Date for the provision of all services required by the Contract and the requirements of this solicitation. This Contract may be extended for two periods of one year each at the sole discretion of the Department and at the prices quoted in the Bid Form and as noted in 3.2.18.d.
- 1.4.5 The Contractor’s obligations to pay invoices to subcontractors that provided services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (see Attachment A) shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

1.5 Procurement Officer, Contract Officer and Procurement Coordinator

1.5.1 Procurement Officer

The sole point of contact in the State for purposes of this solicitation prior to the award of any Contract is the Procurement Officer at the address listed below:

Dana Dembrow
Procurement Officer
Maryland Department of Health

OPASS – Room 416A
201 West Preston Street
Baltimore, Maryland 21201
Phone Number: 410-767-0974
Fax Number: 410-333-5958
E-mail: MDH.solicitationquestions@maryland.gov.

The Department may change the Procurement Officer at any time by written notice.

1.5.2 Contract Officer

The Procurement Officer designates the following individual as the Contract Officer, who is authorized to act on behalf of the Procurement Officer:

Tearson Buckner
Contract Officer
Maryland Department of Health
Office of Procurement and Support Services
201 West Preston Street
Baltimore, MD 21201
Phone Number: (410) 767-5892
Fax Number: (410) 333-5958
E-mail: tearsa.buckner@maryland.gov

The Department may change the Contract Officer at any time by written notice.

1.5.3 Procurement Coordinator

The Procurement Officer designates the following individual as the Procurement Coordinator, who is authorized to act on behalf of the Procurement Officer only as expressly set forth in this solicitation:

Thomas Lewis
Procurement Coordinator
Behavioral Health Administration
SGHC- Dix Building
55 Wade Avenue
Catonsville, MD 21228
Phone Number: 410-402-8431
Fax Number: 410-402-8441
E-mail: tom.lewis@maryland.gov

The Department may change the Procurement Coordinator at any time by written notice.

1.6 Contract Monitor

The Contract Monitor is:

Thomas Lewis
Contract Monitor
Behavioral Health Administration
SGHC- Dix Building
55 Wade Avenue
Catonsville, Maryland 21228
Phone Number: 410-402-8431
Fax Number: 410-402-8441
E-mail: tom.lewis@maryland.gov

The Department may change the Contract Monitor at any time by written notice.

1.7 Pre-Bid Conference

A Pre-Bid Conference (the Conference) will be held in the Lower Level Conference Room, Dix Building, Spring Grove Hospital Center, 55 Wade Avenue, Catonsville, Maryland 21228 on June 20, 2019, 10:00 a.m. Directions to the Dix Building on the campus of Spring Grove Hospital Center are included as Attachment Q.

Attendance at the Conference is not mandatory, but all prospective Bidders are encouraged to attend in order to facilitate better preparation of their Bids. If the solicitation includes an MBE goal, failure to attend the Conference will be taken into consideration as part of the evaluation of a Bidder's good faith efforts if there is a waiver request.

The Conference will be summarized. Following the Conference, the attendance record and summary of the Conference will be distributed via the same mechanism described for amendments and questions (see Section 1.8 eMM).

In order to assure adequate seating and other accommodations at the Conference, please e-mail or fax the Pre-Bid Conference Response Form (**Attachment E**) to the attention of the Procurement Coordinator at least five (5) Business Days prior to the Pre-Bid Conference date. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the Procurement Coordinator at least five (5) Business Days prior to the Pre-Bid Conference date. The Department will make a reasonable effort to provide such special accommodation.

1.8 eMarylandMarketplace

Each Bidder is requested to indicate its eMaryland Marketplace (eMM) vendor number in the Transmittal Letter (cover letter) submitted at the time of its Bid submission to this MS-IFB.

eMM is the electronic commerce system for the State of Maryland. The IFB, Conference summary and attendance sheet, Bidder questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMM.

In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to <https://emaryland.buyspeed.com/bso/login.jsp>, click on "Register" to begin the process, and then follow the prompts.

1.9 Questions

Written questions from prospective Bidders will be accepted by the Procurement Officer prior to the Conference. If possible and appropriate, such questions will be answered at the Conference. (No substantive question will be answered prior to the Conference.) Questions to the Procurement Officer shall be submitted via e-mail to the Procurement Officer's e-mail address indicated in the MS-IFB Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors). Please identify in the subject line the Solicitation Number and Title. Questions, both oral and written, will also be accepted from prospective Bidders attending the Conference. If possible and appropriate, these questions will be answered at the Conference.

Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer via email in a timely manner prior to the Bid due date. Questions are requested to be submitted at least five (5) days prior to the Bid due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Bid due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors that are known to have received a copy of the MS-IFB in sufficient time for the answer to be taken into consideration in the Bid.

1.10 Procurement Method

This Contract will be awarded in accordance with the Multi-Step Competitive Sealed Bidding method under COMAR 21.05.02.17.

1.11 Bids and Technical Offers Due (Closing) Date and Time

Bids, in the number and form set forth in Section 4.4 “Required Bid Submissions,” must be received by the Procurement Officer no later than the Bid Due date and time indicated in the MS-IFB Key Information Summary Sheet in order to be considered.

Requests for extension of this time or date will not be granted. Bidders submitting Bids should allow sufficient delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, Bids received after the due date and time listed on the MS-IFB Key Information Summary Sheet will not be considered.

Bids may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set for receipt of Bids.

Bids may not be submitted by e-mail or facsimile. Bids will be opened publicly at the date and time indicated on the MS-IFB Key Information Summary Sheet.

Potential Bidders not responding to this solicitation are requested to submit the “Notice to Vendors” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements, etc.). This form is located in the MS-IFB immediately following the Title Page (page ii).

1.12 Multiple or Alternate Bids

Multiple and/or alternate Bids will not be accepted.

1.13 Receipt and Opening of Technical Offers and Bids and Recording of Bids

1.13.1 Receipt.

1.13.1.1 Receipt of Technical Offers. As described in Section 4.1, Technical Offers are to be submitted at the same time as Bids. Upon receipt, Technical Offers and any timely modification(s) to a Technical Offer will be held in a secure place until the Bids and Technical Offers Due Date and Time as described in Section 1.11. Thereafter, prior to the scheduled date of Bid opening the Technical Offers will be opened for evaluation, as described in Section 1.13.3

1.13.1.2 Receipt of Bids. Upon receipt, each Bid and any timely modification(s) to a Bid shall be stored in a secure place until, as described in Section 1.13.3, either a determination is made that a Bidder’s Technical Offer is unacceptable, or the time and date set for Bid opening,

1.13.2 Before Bid opening, the State may not disclose the identity of any Bidder, including the identity of any Bidder whose Technical Offer was determined not to be acceptable.

1.13.3 Opening and Recording. Technical Offers from each Bidder will not be opened publicly but will be opened in the presence of at least two (2) State employees. After review of the Technical Offers, a determination

will be made as to whether each Bidder's Technical Offer is acceptable or not acceptable (see MS-IFB Section 4.2). Afterwards, Bid Forms and timely modifications to Bid Forms from only those Bidders whose Technical Offers have been determined to be acceptable shall be opened publicly, at the time, date, and place designated in the MS-IFB. The name of each such Bidder, their Total Bid Price, and such other information as is deemed appropriate shall be read aloud or otherwise made available. Bid Forms from Bidders whose Technical Offers have been found unacceptable shall be returned unopened. At the time of Bid Form opening, a Register of Bids will be prepared that identifies each Bidder, including Bidders whose Technical Offers were not found to be acceptable. The Register of Bids shall be open to inspection immediately after the public Bid opening

- 1.13.4 The Bid Opening shall be at the date, time, and location indicated in the MS-IFB Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors)

1.14 Confidentiality of Bids/Public Information Act Notice

The Bidder should give specific attention to the clear identification of those portions of its Bid that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4. This information should be identified by page number and placed in the Transmittal Letter with the Bid.

The Bids shall be tabulated, or a Bid abstract made. The opened Bids shall be available for public inspection at a reasonable time after Bid opening, but in any case, before contract award, except to the extent the Bidder designates trade secrets or other proprietary data to be confidential as set forth in this solicitation. Material so designated as confidential shall accompany the Bid and shall be readily separable from the Bid in order to facilitate public inspection of the non-confidential portion of the Bid, including the Total Bid Price.

For requests for information made under the Public Information Act (PIA), the Procurement Officer shall examine the Bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. Nondisclosure is permissible only if approved by the Office of the Attorney General.

1.15 Award Basis

A Contract shall be awarded to the responsible Bidder submitting a responsive Bid with the most favorable Total Bid Price, after that Bidder's Technical Offer has been found to be acceptable (see COMAR 21.05.02.17 and MS-IFB Section 4.2), for providing the goods and services as specified in this MS-IFB. The most favorable Total Bid Price will be the lowest price total on **Attachment F** - Bid Form. Partial or incomplete Bids will be rejected unless otherwise stated in the solicitation.

1.16 Tie Bids

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

1.17 Duration of Bid

Bids submitted in response to this MS-IFB are irrevocable for the later of the following: 120 days following the Bid due date and time or the date any protest concerning this IFB is finally resolved. This period may be extended at the Procurement Officer's request only with the Bidder's written agreement.

1.18 Revisions to the MS-IFB

If the MS-IFB is revised before the due date for Bids, the Department shall post any addenda to the MS-IFB on eMM and shall endeavor to provide such addenda to all prospective Bidders that were sent this MS-IFB or which are otherwise known by the Procurement Officer to have obtained this MS-IFB. In addition, addenda to the MS-IFB will be posted on the Department's procurement web page and through eMM. It remains the responsibility of all prospective Bidders to check eMM for any addenda issued prior to the submission of Bids.

Acknowledgment of the receipt of all addenda to this MS-IFB issued before the Bid due date shall be included in the Transmittal Letter accompanying the Bidder's Bid. Failure to acknowledge receipt of an addendum does not relieve the Bidder from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Bid to be rejected as being non-responsive to the requirements of the MS-IFB.

1.19 Cancellations

The State reserves the right to cancel this MS-IFB, or accept or reject any and all Bids, in whole or in part, received in response to this MS-IFB and to waive or permit the cure of minor irregularities.

1.20 Incurred Expenses

The State will not be responsible for any costs incurred by any Bidder in preparing and submitting a Bid or in performing any other activities related to submitting a Bid in response to this solicitation.

1.21 Protest/Disputes

Any protest or dispute related, respectively, to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.22 Bidder Responsibilities

Bidders must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the selected Bidder shall be responsible for Contract performance including any subcontractor participation.

If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) to this MS-IFB (see Section 1.33, Minority Business Enterprise Goals and Section 1.41, Veteran-Owned Small Business Enterprise Goal).

If the Bidder is the subsidiary of another entity, all information submitted by the Bidder, including but not limited to, references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder's Bid shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.

A parental guarantee of the performance of the Bidder under this Section will not automatically result in crediting the Bidder with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Bidder's experience and qualifications. Instead, the Bidder's responsibility will be assessed to the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the

Bidder, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

1.23 Substitution of Personnel

If the solicitation requires that a particular individual or personnel be designated by the Bidder to work on the Contract, any substitution of personnel after the Contract has commenced must be approved in writing by the Contract Monitor prior to the substitution. If the Contractor substitutes personnel without the prior written approval of the Contract Monitor, the Contract may be terminated for default which shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.

1.24 Acceptance of Terms and Conditions

By submitting a Bid in response to this MS-IFB, a Bidder, if selected for award, shall be deemed to have accepted the terms and conditions of this MS-IFB and the Contract, attached herein as **Attachment A**. Any exceptions to this MS-IFB or the Contract must be raised prior to Bid submission. **Changes to the solicitation, including the Bid Form or Contract, made by the Bidder may result in Bid rejection.**

1.25 Bid/Proposal Affidavit

A Bid submitted by a Bidder must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as **Attachment B** of this MS-IFB.

1.26 Contract Affidavit

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as **Attachment C** of this MS-IFB. This Affidavit must be provided within five (5) Business Days of notification of recommended award. For purposes of completing Section "B" of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), note that a business entity that is organized outside of the State of Maryland is considered to be a "foreign" business.

1.27 Compliance with Laws/Arrearages

By submitting a Bid in response to this MS-IFB, the Bidder, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Bidder represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for Contract award.

1.28 Verification of Registration and Tax Payment

Before a business entity can do business in the State it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. [For](https://www.egov.maryland.gov/businessexpress) registration information, visit <https://www.egov.maryland.gov/businessexpress>.

It is strongly recommended that any potential Bidder complete registration prior to the Bid due date and time. The Bidder's failure to complete registration with SDAT may disqualify an otherwise successful Bidder from final consideration and recommendation for Contract award.

1.29 False Statements

Bidders are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

1.29.1 In connection with a procurement contract a person may not willfully:

- (a) Falsify, conceal, or suppress a material fact by any scheme or device;
- (b) Make a false or fraudulent statement or representation of a material fact; or
- (c) Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

1.29.2 A person may not aid or conspire with another person to commit an act under subsection (1) of this section.

1.29.3 A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five years or both.

1.30 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Bidder, if selected, agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Bidder shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:

https://comptroller.marylandtaxes.gov/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf.

1.31 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract "Prompt Payment" clause (see **Attachment A**). Additional information is available on GOSBA's website at: <http://www.gomdsmbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

1.32 Electronic Procurements Authorized

- A. Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration

of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.

- B. Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Bidder to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or the Contract. In the case of electronic transactions authorized by this IFB, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.
- C. "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bsol/>), and electronic data interchange.
- D. In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.30 "Payments by Electronic Funds Transfer"), the following transactions are authorized to be conducted by electronic means as authorized in COMAR 21.03.05:
 - 1. The Procurement Officer may conduct the procurement using eMM, e-mail, or facsimile to issue:
 - (a) the MS-IFB;
 - (b) any amendments;
 - (c) pre-Bid conference documents;
 - (d) questions and responses;
 - (e) communications regarding the solicitation or Bid to any Bidder or potential Bidder;
 - (f) notices of award selection or non-selection; and
 - (g) the Procurement Officer's decision on any Bid protest or Contract claim.
 - 2. The Bidder or potential Bidder may use e-mail or facsimile to:
 - (a) ask questions regarding the solicitation;
 - (b) reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer; and
 - (c) submit a "No Bid Response" to the solicitation.
 - 3. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section E of this subsection utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Monitor.
- E. The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:
 - 1. submission of initial Bids;
 - 2. filing of Bid Protests;
 - 3. filing of Contract Claims;
 - 4. submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications, etc.); or
 - 5. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder be provided in writing or hard copy.

- F. Any facsimile or e-mail transmission is only authorized to the facsimile numbers or e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

1.33 Minority Business Enterprise Goals

There is no MBE subcontractor participation goal for this procurement.

1.34 Living Wage Requirements

Maryland law requires that Contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code, State Finance and Procurement, § 18-101 *et al.* The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a Contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. *See* COMAR 21.11.10.05.

If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website:

<https://www.dllr.state.md.us/labor/prev/livingwage.shtml>.

Additional information regarding the State's living wage requirement is contained in **Attachment G**. Bidders must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment G-1**) with their Bid. If a Bidder fails to complete and submit the required documentation, the State may determine the Bidder to be not responsible under State law.

Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The specific Living Wage rate is determined by whether majority of services take place in a Tier 1 Area or Tier 2 Area of the State.

The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located.

The Contract resulting from this solicitation will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Bidder must identify in its Bid the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.

- If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
- If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.

- If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, this Contract will be determined to be a Tier 2 Contract, since 7 of the 11 MDH Facilities are located in Tier 2 jurisdictions.

NOTE: Whereas the Living Wage may change annually, the Contract price may not be changed because of a Living Wage change.

1.35 Federal Funding Acknowledgement

This Contract does not contain federal funds.

1.36 Conflict of Interest Affidavit and Disclosure

A Bidder shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment I**) and submit it with its Bid.

By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

Participation in Drafting Specifications: Disqualifying Event: Bidders are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that “an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs that individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Bidder submitting a Bid in violation of this provision shall be classified as “not responsible.”

1.37 Non-Disclosure Agreement

All Bidders are advised that this solicitation and any resultant Contract(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment J**. This Agreement must be provided within five (5) Business Days of notification of proposed Contract award; however, to expedite processing, it is suggested that this document be completed and submitted with the Bid/Proposal.

1.38 HIPAA - Business Associate Agreement

This solicitation does not require a HIPAA Business Associate Agreement.

1.39 Nonvisual Access

This solicitation does not contain Information Technology (IT) provisions requiring Nonvisual Access.

1.40 Mercury and Products That Contain Mercury

This solicitation does not include the procurement of products known to likely include mercury as a component.

1.41 Veteran-Owned Small Business Enterprise Goal

There is no Veteran-Owned Small Business Enterprise (VSBE) participation goal for this procurement.

1.42 Location of the Performance of Services Disclosure

This solicitation does not require a Location of the Performance of Services Disclosure.

1.43 Department of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

1.44 Small Business Reserve (SBR) Procurement

This solicitation is not designated as a Small Business Reserve (SBR) Procurement.

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SECTION 2 – MINIMUM QUALIFICATIONS

2.1 Bidder Minimum Qualifications

To be considered reasonably susceptible of being selected for award, the Bidder must document in its Bid that it satisfies the following Minimum Qualifications:

- 2.1.1 Three (3) years of experience within the past five (5) years providing laboratory services to companies, hospitals or organizations, etc. in a health-related field.
- 2.1.2 A current CLIA-88 (see Section 1.2.4) Certification as issued by the Centers for Medicare & Medicaid Services for each laboratory it will use in providing services under this contract.
- 2.1.3 For each laboratory it will use in providing services under this Contract, a current Medical Laboratory License issued by the appropriate licensing entity within the state where the laboratory is located. For laboratories located in Maryland, that licensing entity is the Maryland Department of Health, Office of Healthcare Quality
- 2.1.4 A College of American Pathologists (CAP) certification and/or The Joint Commission certificate for each laboratory it will use in providing services under this contract.

2.2 Required Evidence of Satisfying Bidder Minimum Qualifications

- 2.2.1 Three (3) references from the past (5) five years which when combined can attest to the Bidder's three years of experience within the past 5 years, with the information required in Section 4.4.5 for each reference.
- 2.2.2 A copy of its current CLIA-88 document for each identified laboratory location, including those of any subcontractor that might be used to perform the Contract.
- 2.2.3 A copy of its current medical laboratory license(s) from the appropriate licensing entity (MDH Office of Healthcare Quality for Maryland located laboratories) for each identified laboratory location, including those of any subcontractor that might be used to perform the Contract.
- 2.2.4 A College of American Pathologists (CAP) certification and/or The Joint Commission certificate for each identified laboratory location, including those of any subcontractor that might be used to perform the Contract.

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SECTION 3 – SCOPE OF WORK

3.1 Background and Purpose

The State is issuing this solicitation for the purpose of providing for laboratory services for Maryland Department of Health Facilities.

- 3.1.1 The Maryland Department of Health (MDH) is soliciting Bids for a Contractor to provide all requested laboratory services. Bidders must submit pricing for all tests identified on the Bid Form. All laboratory services specified in this solicitation shall be performed by a fully accredited laboratory that has testing capabilities to meet the needs of the 11 MDH Facilities listed in Attachment P
- 3.1.2 The tests specified herein have a history of repetitive use. The estimated quantities shown on the Bid Form are based upon historical in-patient diagnostic and treatment requirements and reflect the best estimates available for the projected annual requirements. These quantities shall not be construed to limit the quantities which may be ordered from the Contractor by the MDH Facilities or to relieve the Contractor of its obligation to fill all such orders for any test. The Maryland Department of Health also does not guarantee any specific minimum quantity of any test(s).
- 3.1.3 All laboratory tests requested by MDH Facilities from the Contractor will be based on actual physicians' order sheets and will be required for the initial and ongoing treatment of patients at the MDH Facilities. The medical staff of the MDH Facilities will review and approve testing and services requested under this Contract.

3.2 Scope of Work – Requirements

3.2.1 General Requirements

- A. The Contractor shall provide or arrange for the provision of a comprehensive array of laboratory services for the patients of MDH Facilities including, but not limited to: individual Routine and STAT tests; reporting of test results within prescribed timeframes; Monday – Friday (Business Days) pick-up of all individual Routine laboratory specimens and seven (7) days per week for STAT tests; laboratory supplies and materials necessary to carry out the requirements of the Contract; specimen preparation equipment; and laboratory equipment.
- B. As further detailed in Section 4.2 and throughout this Section 3.2, each Bidder shall submit as part of its Technical Offer a list of the scheduled hours of operation of each laboratory site that will be involved in any way in the performance of this Contract and a brief description of the nature of that involvement; i.e., Routine pick-ups might be handled by one site and non-routine pick-ups occurring on evenings or weekends might be handled by a different site.
 - (i) For each laboratory site required to be listed in this Section 3.2.1 B (also see Section 4.2.1 b.ii), each Bidder shall provide the name, address, and contact number(s) of the laboratory.
 - (ii) The Contractor shall keep all such information current throughout the duration of the Contract and notify the Contract Monitor of any changes to the contact information for each laboratory site providing services under the Contract. (Also see Sections 3.2.15 and 3.5.)
- C. The Contractor shall provide laboratory services in accordance with all applicable licensure, certification, and accreditation standards of:
 - (i) State of Maryland, Maryland Department of Health, Office of Health Care Quality;

- (ii) Clinical Laboratory Improvements Act of 1988 (CLIA-88) as required by the Centers for Medicare & Medicaid Services;
- (iii) All applicable existing and pending federal licenses; and
- (iv) Any state or jurisdiction other than Maryland where any laboratory testing covered by this Contract is performed.

3.2.2 Requests for Specimen Pick-up and Testing

3.2.2.1 Routine Requests for Specimen Pick-up and Testing

The Contractor shall provide regular pick-up for laboratory specimens for all Routine Tests at each MDH Facility's Specimen Collection Station. The scheduled pick-up shall be no earlier than Noon and no later than 2:30 p.m. on Business Days (Monday through Friday, 8:00 a.m. – 5:00 p.m. excluding State recognized holidays). The specimens shall be transported to the Contractor's laboratory for testing after being picked up from an MDH Facility. Specimens shall be delivered to the testing laboratory site in such manner as to ensure the integrity of the specimen chain-of-custody, the viability of the specimen for the requested testing and compliance with the testing timeframes listed in Section 3.2.5. A list of State holidays can be found at www.dbm.maryland.gov – keyword: State Holidays.

3.2.2.2 STAT Requests for Specimen Pick-up and Testing

- a. The Contractor shall provide on-call STAT coverage to MDH Facilities 24 hours per day including weekdays, weekends, and holidays. The Contractor must pick up and report a test by the time specified in Section 3.2.5 for each STAT test result from the time an MDH Facility notifies the Contractor.
- b. A separate flat rate charge per STAT call/pick-up shall be billed at the STAT test fee price indicated on the Bid Form. See Section 3.6.
- c. As indicated on the Price Form, the number of STAT tests varies widely from Facility to Facility, from a low of one (1) to a high of over 100 annually. This variability of STAT test needs is closely related to the type of residents at each Facility.

3.2.3 Laboratory Test Panels

Descriptions of the laboratory test panels utilized by MDH Facilities are outlined below. MDH Facilities utilize these test panels to request a comprehensive array of individual tests for patients.

Admission Panel

Chemistry Screen	Hepatitis C Screen
CBC with Differential & Platelets	Hepatitis B Virus Immunity Screen
Thyroid Profile	PSA (males over 40 years old)
Lipid Profile	HCG Serum Pregnancy (females)
RPR Titer	Urinalysis
HIV I, HIV 2	(intentionally blank)

Annual Panel

Chemistry Screen	Coronary Risk Assessment
CBC with Differential & Platelets	PSA (males over 40 years old)
Thyroid Profile	(intentionally blank)

Basic Metabolic Panel

BUN/Creatinine Ratio
Calcium
Carbon Dioxide (CO₂)
Chloride
Creatinine

Glucose
Sodium
Potassium
Urea Nitrogen (BUN)
(intentionally blank)

Bilirubin Panel

Bilirubin Total

Bilirubin, Direct and Indirect

CBC w/Differential & Platelets (to include)

WBC
RBC
Hgb
HCT
MCV

McH
MCHC
RDW
Absolute Neutrophil Count (ANC)
(intentionally blank)

Comprehensive Metabolic Panel

Alanin Aminotransferase (ALT)
Albumin
Albumin/Globulin Ratio
Alkaline Phosphatase (ALP)
Aspartate Aminotransferase (AST)
Bilirubin, Total
BUN/Creatinine Ratio
Calcium
Carbon Dioxide (CO₂)

Chloride
Creatinine
Globulin
Glucose
Potassium
Protein, Total
Sodium
Urea Nitrogen (BUN)
(intentionally blank)

Drug Screen Panel

Amphetamines
Barbiturates
Benzodiazepines
Cannabinoids
Cocaine Metabolite

Ethyl Alcohol
Methadone
Opiates
Phencyclidine
(intentionally blank)

Electrolyte Panel

Carbon Dioxide (CO₂)
Chloride

Potassium
Sodium

Hepatic Function Panel (Liver Function)

Alanine Aminotransferase (ALT)
Albumin
Albumin/Globulin Ratio
Alkaline Phosphatase (ALP)

Aspartate Aminotransferase (AST)
Bilirubin, Total
Globulin
Protein, Total

Lipid Panel

Cholesterol
Cholesterol/HDL Ratio
HDL Cholesterol

LDL Cholesterol
Triglycerides
(intentionally blank)

3.2.4 Laboratory Test Results

- 3.2.4.1 The Contractor shall perform all tests and report all test results to MDH Facilities in accordance with the requirements of the Contract provided in Section 3.2. A chart indicating the required time frames for ROUTINE and STAT tests is provided in Section 3.2.5. The results of all applicable STAT tests shall be reported to the Facility within four (4) hours from the time a MDH Facility notifies the Contractor that a STAT test has been ordered.
- A. The Contractor shall transmit all ROUTINE laboratory results to the MDH Facility's Laboratory Services via secure internet connection in a format that can be downloaded into an easily readable format so that the user can print them out.
- B. The Contractors shall telephone the results of all tests ordered on a STAT basis to a telephone number specified by the MDH Facility and fax or e-mail a copy of the laboratory results to the telephone number(s) or e-mail address specified by the MDH Facility.
- 3.2.4.2 All laboratory procedures shall be performed in a timely and quality assured manner.
- 3.2.4.3 If and when MDH Facilities begin using an electronic health record (EHR), the Contractor shall construct an interface within ninety (90) days that allows for the direct transmission of all ROUTINE and STAT laboratory results to the MDH Facility's EHR within the time requirements listed in Section 3.2.5.
- 3.2.4.4 The listed time requirements contained in Section 3.2.5 may be revised by the MDH Facilities with updated requirements provided to the Contractor, as necessary, based on current technology and standards of practice. This Section 3.2.5 timeframe list will also be updated if new tests become available throughout the duration of the Contract, or existing tests are deleted, or the typical time for completion changes due to updates in technology and standards of practice.

3.2.5 Time Requirements for Completing and Reporting Tests

PROCEDURE NAME	MAXIMUM TIME FOR REPORTING TEST RESULTS FROM TIME NOTIFICATION WAS MADE BY MDH FACILITY TO CONTRACTOR	
	ROUTINE	STAT
Admission Panel	24 hours	N/A
Annual Panel	24 hours	N/A
Basic Metabolic Panel	24 hours	4 hours
Comprehensive Metabolic Panel	24 hours	4 hours
Drug Screen Panel	24 hours	N/A
Hepatic Function Panel (Liver Profile)	24 hours	N/A
Iron Panel	24 hours	N/A
Lipid Panel	24 hours	N/A
PT and PTT	24 hours	4 hours
ACTH	5 days	N/A
Alpha-Fetoprotein (AFP) Tumor Marker	48 hours	N/A
Amitriptyline and Nortriptyline	48 hours	N/A
Ammonia, Plasma	72 hours	N/A
Amylase, Serum	24 hours	N/A
Anti-Nuclear Antibody (ANA) w/RFX, Serum	24 hours (preliminary) 48 hours (final)	N/A
Calcium, 24 hour Urine	24 hours	N/A
Carbamazepine, Serum	24 hours	4 hours

	MAXIMUM TIME FOR REPORTING TEST RESULTS FROM TIME NOTIFICATION WAS MADE BY MDH FACILITY TO CONTRACTOR	
PROCEDURE NAME	ROUTINE	STAT
CBC w/Differential & Platelet & ANC	24 hours	4 hours
Carcinoembryonic Antigen (CEA), Serum	24 hours	N/A
Creatine Kinase (CK), Total, Serum	24 hours	4 hours
Creatine Kinase (CK) Total, with Isoenzymes	72 hours	N/A
Clozapine Level	5 days	N/A
Creatinine, Random Urine	24 hours	N/A
Cortisol	24 hours	N/A
D-Dimer QN	24 hours	N/A
Digoxin	24 hours	N/A
Erythrocyte Sedimentation Rate (ESR), Westergren	24 hours	4 hours
Folate, Serum (Folic Acid)	48 hours	N/A
Follicle Stimulating Hormone (FSH), Serum	72 hours	N/A
Glucose, Fasting, Serum	24 hours	4 hours
hCG, (Human Chorionic Gonadotropin), Total, Qualitative, Serum	24 hours	4 hours
hCG, (Human Chorionic Gonadotropin), Total, Qualitative, Urine	24 hours	4 hours
Haptoglobin	24 hours	N/A
Hemoglobin A1C, Blood	24 hours	N/A
Hemoglobin/Hematocrit (Hgb/HCT)	24 hours	4 hours
HBV DNA QN PCR w/Rflx	14 days?	N/A
HCV DNA QN PCR w/Rflx	5 days?	N/A
Hepatitis C, RNA Quant/Qualitative	7 days	N/A
Hepatitis C, Genotyping	7 days	N/A
HIV, Genotyping	7 days	N/A
Human Papillomavirus (HPV)	7 days	N/A
INR	24 hours	4 hours
Influenza	24 hours	4 hours
Lead	5 days?	N/A
Levitracetam (Keppra)	24 hours	N/A
Liver Fibrosis Test (Fibrosure)	7 days?	N/A
Luteinizing Hormone (LH), Serum	24 hours	N/A
Lipase, Serum	24 hours	4 hours
Lithium, Serum	24 hours	4 hours
MRSA	24 hours	N/A
Magnesium, Serum	24 hours	4 hours
Microalbumin, Random, Urine	24 hours	N/A
Myoglobin	24 hours	N/A
Nortriptyline	24 hours	N/A
O & P Giardia Ag 1 Spec	4 days?	N/A
Osmolality, Serum	24 hours	N/A
Osmolality, Urine	24 hours	N/A
Oxcarbazepine (Trileptol)	72 hours	N/A
PAP Smear Thin-Prep w/Reflex HPV	7 days	N/A
Phenobarbital	24 hours	4 hours

	MAXIMUM TIME FOR REPORTING TEST RESULTS FROM TIME NOTIFICATION WAS MADE BY MDH FACILITY TO CONTRACTOR	
PROCEDURE NAME	ROUTINE	STAT
Phenytoin (Dilantin), Serum	24 hours	4 hours
Phosphate (as Phosphorus), Serum	24 hours	4 hours
Prolactin, Serum	24 hours	N/A
Protein, Electrophoresis, Serum	48 hours	N/A
Prothrombin Time (PT), (INR), Blood	24 hours	4 hours
Prostate Specific Antigen (PSA Total)	24 hours	N/A
Activated Partial Thromboplastin Time (aPTT), Plasma	24 hours	4 hours
Quantiferon TB Gold	24 hours	N/A
Reticulocyte Count, Blood	24 hours	4 hours
Rheumatoid Factor, Serum	24 hours	N/A
T3 Total, Serum	24 hours	N/A
T4, Free, Serum (Non-Dialysis)	24 hours	N/A
T4 (Thyroxine), Total, Serum	24 hours	N/A
Testosterone, Total, Serum	24 hours	N/A
Thyroid Peroxidase Antibody	48 hours	N/A
Thyroid Stimulating Hormone (TSH), with Free T4 Reflex, Serum	24 hours	N/A
Troponin	24 hours	N/A
Uric Acid	24 hours	4 hours
Urinalysis with Microscopy	24 hours	4 hours
24-Hour Urines	48 hours	N/A
Urine Cultures (C & S)	72 hours	N/A
Valproic Acid, Serum	24 hours	4 hours
Vancomycin	24 hours	4 hours
Vitamin B-12 and Folate, Serum	72 hours	N/A
Vitamin D 25 – Hydroxy	72 hours	N/A

3.2.6 **Critical/Panic Values (See Section 1.2 12)**

- a. No later than two weeks before the Go-Live Date, MDH Facilities will provide the Contractor with the Department's approved listing of tests/values which may differ from the Contractor's listing of Critical/Panic Values submitted as part of its Technical Offer, per Section 4.2.1 b.vi. MDH Facilities via the Contract Monitor shall approve the listing of Contractor's values, modifying as appropriate any values of the Contractor for tests based on the Department's approved listing of tests/values. The Contractor must use the modified values for any tests provided under this Contract.
- b. The results of all tests deemed Critical/Panic Values by the Contractor, as well as all STAT orders, shall be telephoned to a telephone number specified by each MDH Facility, with a copy of the laboratory results being faxed or emailed to the telephone number(s) or email address specified by the MDH Facility. Critical/Panic values shall be reported 24 hours a day as soon as known, but not later than one (1) hour after a Critical/Panic Value for a test result is known by the Contractor.

3.2.7 Retesting (Without Cost)

If the original test result appears to be inconsistent with the clinical evaluation of the patient, a MDH Facility may request a retest to verify the accuracy of the original test result. The Contractor shall perform such retests at no cost to the State. In the event that a MDH Facility determines that the number of retests by the Contractor is excessive compared to the standard margin of error in maintaining quality controls, according to CLIA-88, the appropriate Facility Contract Administrator will immediately notify the Contractor through the Contract Monitor. The MDH Facility Contract Administrator will provide the Contractor all necessary documentation requested in order to justify and explain the need for retesting. If such problems cannot be resolved to the MDH Facility's satisfaction, this situation will be referred to the Procurement Officer. If the Procurement Officer deems it appropriate, the Contract can be terminated for cause in accordance with Attachment A, Paragraph 17.

3.2.8 Laboratory Supplies/Materials

- a. The Contractor shall provide all supplies/materials necessary to carry out the Contract requirements, that at a minimum will include all supplies/materials proposed in its Technical Offer (See Section 4.2.1 b.vii.). The Contractor shall also implement its plan as also proposed in its Technical Offer to prevent depletion of any of its required supplies/materials throughout the Contract. All supplies/materials shall meet current OSHA requirements. These supplies/materials include, but are not limited to, urine containers, blood collection tubes with hemogard tops (plastic tubes when available), serum separator tubes, lead-free "vacutainer" tubes, toxicology "vacutainer" tubes, pap smear supplies, culture tubes and media, stool containers, needles, glucose beverage, and miscellaneous supplies, i.e. baggies and pre-printed request slips.
- b. The Contractor shall coordinate at least monthly with the Facility Contract Administrator at each MDH Facility to assure that an adequate inventory of supplies/materials is maintained at all times. The Contractor shall maintain the inventory of supplies/materials to the satisfaction of the Facility Contract Administrator to permit completion of all required tests.

3.2.9 Laboratory Test Request Forms

- a. The Contractor shall provide electronic and hard copy forms (for use in emergency situations if the electronic form is not available) for use by MDH Facilities when ordering tests. The laboratory test request forms, both electronic and hard copy, shall include the following pertinent patient and specimen information, at a minimum:
 1. Patient's full name (Last, First);
 2. Patient's Facility identification number;
 3. Patient Unit (to be printed on results report);
 4. Date of Birth;
 5. Ordering Physician's Name;
 6. Specimen Information: Date collected / Time collected;
 7. Phlebotomist Name or Initials;
 8. Test(s) to be ordered; and
 9. ICD-10 code (in the event that the code changes, Contractor must notify Contract Monitor as soon as possible but in no event later than 1 Business Day after the Contractor receives notice of the changed code).
- b. As required in Section 3.2.4.3, the Contractor shall allow for the direct ordering of all ROUTINE and STAT laboratory requests directly from a Facility installed EHR.

3.2.10 Specimen Collection Reference Manuals

- a. Within five days after Contract Commencement, the Contractor shall submit copies of its specimen collection reference manual submitted with its Technical Offer (see Section 4.2.1 b. xii) as follows:
 - For the MDH Facility's Medical Clinic: 2 manuals;
 - One manual for each ward or cottage;
 - For the Nursing Supervisor's Office of each MDH Facility: 1 manual;
 - For the Contract Monitor and each Facility Contract Administrator 1 manual; and
 - For the On-call Doctor's (OCD) Room: 1 manual, if applicable.

Manuals shall be kept current. The Contractor shall provide ongoing updates to the manuals as warranted by changes in the procedures for specimen collection and/or the availability of tests.

- b. Not more than 3 months after the Go-Live Date and at 3-month intervals thereafter for the duration of the Contract, the Contractor shall either provide all needed updates or a written affirmation to the Contract Monitor that its manual is current.

3.2.11 Specimen Preparation Centrifuge and Possible Other Equipment

- a. No less than five days before the Go-Live Date, the Contractor shall provide to each MDH Facility a centrifuge with a capacity to process 50 specimens per day to be kept on-site and used by MDH Facility staff.
- b. If deemed appropriate by the Contractor Account Representative and the Contract Monitor or Facility Contract Administrator of any Facility, the Contractor shall also provide additional equipment to one or more MDH Facilities to prepare specimens for better and/or faster testing. Any non-centrifuge Contractor-provided equipment may be provided either prior to the Contract Go-Live Date or any time thereafter
- c. The Contractor shall maintain all centrifuges and any other provided specimen preparation equipment in working order, provide routine preventive maintenance, and ensure that copies of all preventive maintenance reports are provided to each Facility Contract Administrator
 - i. For the centrifuges and any other equipment to be installed as of the beginning of the Contract, the Contractor shall inspect and test the equipment prior to placement at a MDH Facility before the start of the Contract as per 3.2.11 a.
 - ii. Approximately 6 months after the Go-Live Date and at approximately six (6) month intervals thereafter for the duration of the Contract, the Contractor shall inspect and test all provided equipment and provide a copy of the results of the inspection and testing to the Facility Contract Administrator within 5 days of the inspection/testing.
 - iii. The Contractor shall replace any nonfunctioning or malfunctioning equipment within 1 Business Day of becoming aware of the nonfunctioning or malfunctioning equipment, either through inspection/testing or notification by the MDH Facility.
- d. All Contractor-provided equipment will be returned at the conclusion of the Contract. However, if the Contractor is selected to perform a follow-up contract, at the option of the Contract Monitor, some or all of the existing equipment may be retained for use under the new contract.

3.2.12 Computerized Laboratory Test Requests & Results

- a. The Contractor shall provide for use by each MDH Facility the equipment and software required to transmit and receive test requests and results in order to carry out the requirements of the Contract (i.e. printer, modem line, fax, secure internet site access, etc.), as outlined in its Technical Offer, and ensure that all necessary equipment is installed and in-service and instruction provided to the MDH Facility no less than five days prior to the Go-Live Date. The Contractor shall implement, as described in its Technical Offer, its plan for how test requests are transmitted and received as well as its Technical Offer-described backup plan should the computer equipment fail to transmit or receive test requests and results either at the MDH Facility or the Contractor's site.
- b. The Contractor shall make any necessary equipment changes (within the scope of the Contract) throughout the Contract duration and provide any associated training for the use of the installed equipment to MDH Facility staff.
- c. The Contractor's computerized laboratory equipment shall permit the indicated MDH Facility staff to obtain and/or perform the following at will:
 1. Laboratory Services staff:
 - i. Enter daily requests for patient laboratory testing;
 - ii. Enter/delete/change MDH Facility physician names;
 - iii. Print a daily (or as needed by date) accession log of all tests requested, sorted alphabetically by patient last name;
 - iv. Review and print individual patient profiles: monthly and/or annually;
 - v. Review individual test results; and
 - vi. Review cumulative test results.
 2. Clinical Staff, designated by the MDH Facility, shall be permitted read-only access for the purpose of:
 - i. Reviewing individual patient profiles: monthly and/or annually;
 - ii. Reviewing individual test results; and
 - iii. Reviewing cumulative test results.

3.2.13 Quality Assurance Program

As a condition of the MDH Facility's accreditation by The Joint Commission, it is necessary for the Contractor for the duration of the Contract to have a Quality Assurance (QA) Program that meets the requirements of CLIA-88. The Contractor shall implement its Quality Assurance Program, as described in its Technical Offer.

The Contractor's QA Program shall address how quality assurance is continuously monitored and maintained in relation to national standards and standards established in accordance with the Contractor's licensure and certification.

3.2.14 Training

- a. The Contractor shall implement its proposed training as described in its Technical Offer (see Section 4.2.1 b. i). The Contractor shall provide ongoing training in the collection and preparation of specimens to identified staff at MDH Facilities in accordance with the Contractor's QA Program. The Contractor shall also notify the Facility Contract Administrator at each MDH Facility of any significant changes in laboratory procedures, supplies, and equipment and provide ongoing training and in-service.

- b. The Contractor shall also provide a one-hour training session on basic operational procedures for a maximum of five (5) laboratory staff on-site at each MDH Facility within 2 Business Days of a request for such training during the first ninety (90) days of the Contract for each MDH Facility. After the first ninety (90) days have been completed, the Contractor shall conduct training at least once in each Contract year, typically within 2 weeks before or after each anniversary date of the Go Live Date at a time directed by the Contract Monitor with due consideration of the preferences of the Contractor, and on other occasions (i.e., system changes, issues identified during the quality assurance process, etc.) as deemed necessary by the Contract Monitor.

3.2.15 Technical Assistance/Support and Inspections/Surveys

- a. The Contractor shall be available to MDH Facility staff during Normal State Business Hours for consultation pertaining to technical support and laboratory testing results, as needed.
- b. Additionally, the Contractor shall be available, if needed, during inspections of MDH Facilities, i.e., The Joint Commission survey, to provide needed assistance concerning the performance of testing and reporting of laboratory values.
- c. The Contractor shall make available the list of contacts provided as part of its Technical Offer available for technical support and laboratory testing (see Section 4.2.1 b.iv). The Contractor shall ensure that its list of contacts, including contact information (name, title, phone, fax and email) for administrative, operational, clinical, technical, and other specialists needed to provide the necessary labor, materials, vehicles, equipment and supervision for laboratory services at MDH Facilities, remains current during the Contract.

3.2.16 Meetings

- a. The Contractor shall designate an account representative (Contractor's Account Representative) who shall meet with each Facility Contract Administrator quarterly at the MDH Facility to discuss the ongoing provision and performance of services provided under this Contract. Meetings will be scheduled at a date and time mutually agreeable to both parties. In the event that either party cannot attend a scheduled meeting, another date/time during that month will be scheduled at the time of the cancellation. The scheduling of meetings will be handled by the Facility Contractor Administrator.
- b. Minutes of the quarterly meetings referenced above will be recorded by the MDH Facility, and copies distributed to the Contractor and Contract Monitor. The Contractor will have 7 calendar days to respond to the minutes.

3.2.17 Performance Review

- a. The Contract specifications will form the basis of the performance review as a means of quality control and quality assurance to determine the degree of Contractor compliance and level of performance satisfaction. Examples of unacceptable performance include but are not limited to:
 - i. Recurring errors in test results;
 - ii. Inaccurate or incomplete reporting;
 - iii. Uncorrected equipment failure;
 - iv. Inconsistency in pick-up times for ROUTINE test specimens;
 - v. Untimely reporting of ROUTINE test results;
 - vi. Inaccessibility for STAT orders;
 - vii. Untimely pick-up or completion of STAT orders; and
 - viii. Failure to report Critical/Panic Values.

- b. Incidents of unacceptable performance will be documented by the Contract Monitor with a copy to the Procurement Officer and the Contractor's Account Representative. Upon receipt of documentation of an incident of unacceptable performance, the Contractor shall submit a plan of correction identifying the timeframe for completion to the Contract Monitor within five (5) days for review and approval. The Contract Monitor will approve or reject the plan within one (1) Business Day. The Contractor shall make any changes requested by the Contract Monitor to the plan of correction within 2 Business Days and resubmit.
- c. If an incident of unacceptable performance is life-threatening or has the potential to cause severe personal harm, the Contractor shall initiate corrective action, as directed by the Contract Monitor, on a priority basis to ensure that the threat to life or severe personal harm is alleviated within the shortest time practical.
 - i. When the Contractor is notified by the Contract Monitor of an incident or unacceptable performance of this nature, the Contractor shall inform the Contract Monitor of what it will do to prevent a recurrence of the incident or unacceptable performance and the time frame to implement this action.
 - ii. If the Contract Monitor does not believe the proposed corrective action is adequate to prevent another such occasion or will take too long to implement, the Contract Monitor will inform the Contractor that the proposed action is rejected. Within 2 calendar days of the Contract Monitor's rejection of the Contractor's proposed corrective action plan, the Contractor shall submit a revised plan to the Contract Monitor to alleviate the situation.
- d. Continuing failure to satisfactorily respond in the time frames required in accordance with this section, more than one (1) incident of unacceptable performance that is life-threatening or with the potential to cause severe personal harm, or more than a total of three (3) situations involving unacceptable performance during a twelve (12) month period may be viewed as grounds for termination in accordance with Attachment A, Paragraph 17.

3.2.18 Pricing

- a. Pricing for the Contract shall be in accordance with the attached Bid Form (Attachment F). All tests listed on the Bid Form for which Bid prices are to be provided, shall be identified as Tier One Tests. Tier One Test prices shall be firm fixed prices – not subject to change or adjustment - for the full three-year term of the Contract. However, if the first or both of the 1-year Contract renewal options is/are exercised, as described in Section 3.2.18 f and 3.2.22, these Tier one Test prices can be adjusted.
- b. In addition to the Tier One Test prices listed on the Bid Form for the individual test procedures, the Bidders shall provide as part of their Technical Offer their complete current Laboratory Test Schedule, when their Bid is submitted. (See Sections 4.1 and 4.2)
- c. Within five (5) Business Days of being notified that it is being selected for Contract award, the selected Bidder must inform the Contract Monitor in writing of up to 10 non-Tier One Tests contained in its Laboratory Test Schedule that it wants categorized as Tier Three Tests, and its rationale for each requested categorization. The Contract Monitor will either approve the up to 10 requested Tier Three Tests, request more justification for one or more of the requested tests, or reject one or more of the requested Tier Three Tests as not fitting the definition of being rare and volatile in price or some other factor(s). If a test is rejected by the Contract Monitor as not being appropriate to be categorized as a Tier Three Test, the Contractor may substitute another test for the Tier Three Test designation, until either the maximum of 10 tests is reached or it is agreed that fewer than 10 tests satisfy the Tier Three Test definition.

- d. All tests contained on the Laboratory Test Schedule that are not on the Bid Form (not Tier One Tests) or identified by the Contractor and approved by the Contract Monitor as a Tier Three Test, will become Tier Two Tests.
1. When the Contractor submits its request for the designation of Tier Three Tests – within five (5) Business Days of being notified of recommendation for award - it should also provide the Contract Monitor with reasonable justification that the Tier Two Prices contained in its submitted Laboratory Test Schedule are its routine prices for these tests. Such justification might be in the form of a widely circulated official price list, a screen shot of pricing on a public web site of the Contractor, copies of invoices to customers showing these prices, etc. The Contract Monitor can request additional justification for the purported price of any test determined to be a Tier Two Test.
 2. The prices paid by MDH Facilities for any Tier Two Test will be 65% of the Contractor's Laboratory Test Schedule routine price, as accepted by the Contract Monitor. This 65% of the Contract Monitor-accepted Laboratory Test Schedule price will then become a firm fixed price that shall apply for the 3-year duration of the Contract. However, as described in Section 3.2.18 f, if a renewal option is exercised by the Department, this fixed price can be adjusted for the option year(s).
 3. The prices contained in the documents referred to in this Section 3.2.18 and the Stat Test fee per pick up/call entered on the Bid Form are the only charges that may be billed to MDH Facilities. All other costs, such as those listed below, must be factored into the price of the individual test procedures. The listing below is not intended to be an all-inclusive listing of the items needed to perform the required services, but rather examples of the sorts of costs that are to be factored into the price of the individual test procedures and the total Bid:
 - a. The means to receive test requests and transmit test results, including interfacing with any Electronic Health Record System (See Section 3.2.4 and 3.2.12);
 - b. Performing retests (See Section 3.2.7);
 - c. All supplies such as urine bottles, serum vials, lead free vacutainer tubes, toxicology vacutainer tubes (See Section 3.2.8);
 - d. Specimen/Test Request forms; (See Section 3.2.9)
 - e. Specimen collection reference manuals (See Section 3.2.10);
 - f. Centrifuges (See Section 3.2.11);
 - g. An acceptable Continuous Quality Improvement Program (See Section 3.2.13);
 - h. Required training (See Section 3.2.14);
 - i. Technical assistance/support and attending inspections/surveys (See Section 3.2.15); and
 - j. Attendance at required meetings (See Section 3.2.16).
- e. Within 30 days of a new test being available from the Contractor or if a test is deleted or replaced, a revised Laboratory Test Schedule is to be submitted to the Contract Monitor and each Facility Contract Administrator. The update shall note any test deleted or replaced and include only the name and price of any new test. The Contractor shall not change prices for any test listed on the initial or previously updated version of the Laboratory Test Schedule. Upon submissions of a revised Laboratory Test Schedule with one or more new tests and associated routine price(s), the 65% price level will be calculated and will then become a firm fixed price for this/these new test(s) for the remainder of the initial three (3)-year Contract term. Upon the exercising of a renewal option, all base Contract term pricing is subject to adjustment as described in Sections 3.2.18 f and 3.2.22.

- f. **Options Years Price Adjustment.** Upon the Department's exercising of the first or both of the available Contract renewal options, the Contractor's firm fixed laboratory testing prices can be adjusted according to changes in a portion of the Consumer Price Index (CPI), as detailed in Section 3.2.22.

3.2.19 Third Party Invoicing (Insurance)

The Contractor shall bill third party insurers directly in the rare occurrence that a Facility patient has third party insurance, using information supplied by the MDH Facility, in accordance with the following:

1. The MDH Facility's employee completing the lab request form will:
 - a.) Indicate whether the patient has insurance; and
 - b.) List the insurance carrier for those patients with insurance.
2. If MDH Facility's employee completing the lab request form does not know whether the patient has insurance or does not know the insurance carrier at the time that the form is completed, they will indicate "unknown" on the lab request form.
3. If a patient receives laboratory tests and the MDH Facility's Business Office staff subsequently becomes aware that the patient has insurance coverage, the Business Office staff will:
 - a.) Make adjustments to future bills deducting the price of all such tests that were conducted.
 - b.) Notify the Contractor of the adjustment and provide the Contractor with the necessary information to bill the insurance company.
4. In the event that an insurance carrier does not pay the claim:
 - a.) The Contractor shall provide documentation showing the insurance company's denial of the claim.
 - b.) The MDH Facility will contact the insurance carrier to ascertain the reason for denial and what additional information could be provided to process the claim.
 - c.) If the insurance carrier does not pay the claim after contact from the MDH Facility, the Contractor will be notified to bill the MDH Facility.
 - d.) The Contractor shall accept insurance reimbursement as full and final payment for tests provided to patients at the MDH Facility. This shall apply if the patient at the MDH Facility has insurance at the time of service. The Contractor may not submit any additional charges to the MDH Facility for these tests, even if the amount reimbursed by insurance is less than the Contract cost of any particular test(s).

3.2.20 Reporting:

- a. Monthly, within 15 days after the end of the preceding month, the Contractor shall provide each Facility Contract Administrator an individualized report summarizing the number of tests performed during the previous month for their Facility. The individualized report shall include the following information:
 1. The number and type of each ROUTINE test performed;
 2. The number and type of STAT tests performed; and
 3. The number of retests required due to critical high and/or low laboratory results.

- b. Monthly, within 15 days after the end of the preceding month, the Contractor shall provide the Contract Monitor with a comprehensive summary report summarizing the number of tests performed during the previous month for all MDH Facilities. The summary report shall include the following information:
 1. The number and type of each ROUTINE test performed;
 2. The number and type of STAT tests performed; and
 3. The number of retests required due to critical high and/or low laboratory results.
- c. Annually, within 15 days before or after the anniversary of the Go-Live Date, the Contractor shall provide to each Facility Contract Administrator a comprehensive individualized report summarizing the number of tests performed during the Contract year in that Facility. The comprehensive annual report shall include the following information:
 1. The number and type of each ROUTINE test performed; and
 2. The number and type of STAT tests performed.
- d. Annually, within 15 days before or after the anniversary of the Go-Live Date, the Contractor shall provide the Contract Monitor a comprehensive summary report summarizing the number of tests performed during the Contract for all MDH Facilities during the Contract year. The comprehensive annual report shall include the following information:
 1. The number and type of each ROUTINE test performed; and
 2. The number and type of STAT tests performed.
- e. The Contractor shall provide the Contract Monitor, within 21 days from the end of the quarter, quarterly reports of patient profiles. These reports shall outline the specific test(s) performed and the individual results of those tests for each patient.

3.2.21 Documentation

All written correspondence to the MDH Facility shall be on Contractor letterhead and signed by the Contractor's Account Representative, previously identified designee, or an identified Officer of the Contractor.

3.2.22 Price Adjustment

In each of the Option Years, if exercised by the Department, the Contractor shall be entitled to an adjustment to its firm fixed laboratory testing prices. If the Department intends to exercise a renewal option, at least thirty (30) days prior to each renewal date the Contract Monitor shall advise the Contractor of the permitted percentage adjustment for its laboratory test prices for the next contract year. The adjustment shall be based on the change in the Consumer Price Index as described below.

3.2.22.1 Consumer Price Index Information

3.2.22.1.1 Price Adjustment: This section describes the mechanism to be used to make price adjustments. Price adjustments to the contracted prices for services proposed will be made annually for the 2 option years (4th and 5th Contract Years if the options are exercised) under the following procedure:

- 3.2.22.1.1.1 At least sixty (60) calendar days prior to the option year anniversary dates which, if exercised, mark the beginning of the 4th and 5th Contract Years, respectively, the Contractor shall submit to the Contract Monitor its proposed adjustment for the next Contract Year. At least thirty (30) calendar days prior to the 3rd and 4th contract anniversary dates, which mark the beginning of the 4th and 5th Contract Years,

respectively, if the Department intends to exercise a renewal option the Contract Monitor shall provide the Contractor with a written notice of adjustment setting out the allowable percentage adjustment, calculated to the nearest tenth of a percent, (e.g., 1.1%) to be applied to the firm fixed laboratory tests prices. The adjustment shall be calculated by reference to the annual change in the U.S. Department of Labor, Bureau of Labor Statistics (BLS), the U.S. City Average Consumer Price Index - All Urban Consumers, Medical Care Services (CPI-U, MCS), all items, base period 1982-84=100.

3.2.22.1.1.2 Within fifteen (15) calendar days of the receipt of the Contract Monitor's notice of adjustment, the Contractor shall submit its revised laboratory test prices to the Contract Monitor in the same form as the Bid Form (Attachment F). The Contractor shall have the option of keeping existing prices or changing its laboratory test prices.

3.2.22.1.1.3 Reduction in the CPI-U, MCS will not result in reductions to the Contractor's rates. However subsequent increases may not result in increases in the Contractor's rates until those increases exceed prior reductions.

3.2.22.1.1.4 The adjustment will be calculated as a percentage resulting from the change in the CPI-U, MCS for the most recent twelve (12) months beginning four (4) months prior to the 3rd and 4th anniversary dates of the Contract. This adjustment is further explained as follows:

The two available option years (4th and 5th Contract Years) are anticipated to run from June 1, 2022 to May 31, 2023, and June 1, 2023 to May 31, 2024, respectively. For each of these Contract Periods sixty days prior is April 2nd. On April 2nd the available CPI-U, MCS index will be for the month of February. Accordingly, the period for which the adjustment is to be calculated will be the 12-month period from March of the preceding year through February of the current year. (March of 2022 through February 2023 to produce the adjustment calculation for the first option year (4th contract period) that begins on 6/1/2022, and March 2023 through February 2024 to produce the adjustment calculation for the second option year (5th contract period) that begins on 6/1/2023.

3.2.22.1.1.5 The revised rate schedule shall be used for billing effective the first day of the month for the 4th and 5th Contract Years, as appropriate.

3.2.22.2 Changes to the Consumer Price Index (CPI), as described in this section:

3.2.22.2.1 The adjustment shall be calculated by reference to the annual change in the U.S. Department of Labor, Bureau of Labor Statistics (BLS), CPI—All Urban Consumers, Medical Care Services, as follows:

3.2.22.2.2 Area: U.S. All City Average (not seasonally adjusted), Medical Care Services Index, entitled "Consumer Price Index for All Urban Consumers, Medical Care Services (CPI-U, MCS)." Series ID: CUUR0000SAM2.

3.2.22.2.3 In the event that the BLS discontinues the use of the CPI-U, MCS index, adjustments shall be based upon the most comparable successor index to the CPI. The determination as to which index is most comparable shall be at the sole discretion of the Contract Monitor.

3.2.22.3 It is the Contractor's responsibility to present such evidence at least sixty (60) calendar days prior to the Contract anniversary date.

3.2.22.4 The following example illustrates the computation of percent change:

- CPI-U, MCS for current period 525.683
- Less CPI-U, MCS for previous period 513.121
- Equals index point change 12.562
- Divided by previous period CPI-U, MCS 513.121
- Equals .025
- Result multiplied by 100 0.025×100
- Equals percent change 2.5

3.3 Security Requirements

The following requirements are applicable to the Contract:

3.3.1 Employee Identification

- (a) Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each Contractor personnel shall provide additional photo identification.
- (b) Contractor Personnel shall cooperate with State site requirements, including but are not limited to being prepared to be escorted at all times and providing information for badge issuance.
- (c) Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, in its sole discretion, that Contractor Personnel has not adhered to the Security requirements specified herein.
- (d) The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States citizens prior to commencement of work under the Contract.

3.3.2 Criminal Background Check

The Contractor shall obtain from each prospective employee a signed statement permitting a criminal background check. The Contractor shall secure at its own expense a Maryland State Police and/or FBI background check and shall provide the Contract Monitor with completed checks on all new employees prior to assignment. The Contractor may not assign an employee with a criminal record to work under this Contract unless prior written approval is obtained from the Contract Monitor.

3.3.3 Information Technology

For purposes of this solicitation and the resulting Contract:

- (a) "Sensitive Data" means information that is protected against unwarranted disclosure, to include Personally Identifiable Information (PII), Protected Health Information (PHI) or other private/confidential data, as specifically determined by the State. Sensitive Data includes information about an individual that (1) can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; (3) falls within the definition of "personal information" under Md. Code Ann., Com. Law § 14-3501(d); or (4) falls within the definition of "personal information" under Md. Code Ann., State Govt. § 10-1301(c).

- (b) “Relevant subcontractor” includes any subcontractor that assists the Contractor in the critical functions of the Contract, handles Sensitive Data, and/or assists with any related implemented system, excluding subcontractors that provide secondary services that are not pertinent to assisting the Contractor in the critical functions of the Contract, handling Sensitive Data, and/or assisting with any related implemented system.
- (c) The Contractor, including any relevant subcontractor(s), shall implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry standards for information security such as those listed below, and shall ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of this solicitation and resulting Contract.
- (d) The Contractor, including any and all subcontractor(s), agrees to abide by all applicable federal, State and local laws concerning information security and comply with and adhere to current State of Maryland Department of Information Technology Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>.

3.3.3.1 Information Security Requirements

To ensure appropriate data protection safeguards are in place, the Contractor and any relevant subcontractor(s) shall at a minimum implement and maintain the following information technology controls at all times throughout the life of the Contract. The Contractor and any relevant subcontractor(s) may augment this list with additional information technology controls.

- (a) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation.
- (b) Enforce strong user authentication and password control measures over the Contractor/subcontractor’s systems supporting the services provided under this Contract to minimize the opportunity for unauthorized system access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current State of Maryland Department of Information Technology’s Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.
- (c) Ensure State data under this service is not processed, transferred, or stored outside of the United States.
- (d) Ensure that State data is not comingled with the Contractor’s and subcontractor’s other clients’ data through the proper application of data compartmentalization security measures. This includes but is not limited to classifying data elements and controlling access to those elements based on the classification and the user’s access or security level.
- (e) Apply data encryption to protect State data, especially Sensitive Data, from improper disclosure or alteration. Data encryption should be applied to State data in transit over networks and, where possible, State data at rest within the system, as well as to State data when archived for backup purposes. Encryption algorithms which are utilized for this purpose must comply with current Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules”, FIPS PUB 140-2.

<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>

<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>

- (f) Enable appropriate logging parameters on systems supporting services provided under this Contract to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers as well as information security standards including the current State of Maryland Department of Information Security Policy:
<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>
- (g) Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and perform remediation, if required. The Department shall have the right to inspect these policies and procedures and the Contractor or subcontractor's performance to confirm the effectiveness of these measures for the services being provided under this Contract.
- (h) Ensure system and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of Sensitive Data from unauthorized access as well as the separation of production and non-production environments.
- (i) Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems supporting the services being provided under the Contract from unsolicited and unauthenticated network traffic.
- (j) Ensure that the Contractor's and any subcontractor's personnel shall not connect any of their own equipment to a State LAN/WAN without prior written approval by the State. The Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor/subcontractor-owned equipment to a State LAN/WAN.

3.3.3.2 Contingency / Disaster Recovery Plans

- (a) The Contractor and any relevant subcontractor(s) shall have robust contingency and disaster recovery plans in place to ensure that the services provided under this Contract will be maintained in the event of disruption to the Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.
- (b) The contingency and disaster recovery plans must be designed to ensure that services under this Contract are restored after a disruption within 24 hours in order to avoid unacceptable consequences due to the unavailability of services.
- (c) The Contractor and any relevant subcontractor(s) shall test the contingency/disaster recovery plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one annual test shall include backup media restoration and failover / fallback operations.
- (d) Such contingency and disaster recovery plans shall be available for the Department to inspect and to practically test at any reasonable time, and shall be subject to regular updating, revision, and testing throughout the term of the Contract.

3.3.3.3 Incident Response Requirement

- (a) The Contractor shall notify the Contract Monitor when any Contractor and/or subcontractor system that may access, process, or store State data or work product is subject to unintended access or attack. Unintended access or attack includes compromise by computer malware,

malicious search engine, credential compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.

- (b) The Contractor shall notify the Contract Monitor within one (1) Business Day of the discovery of the unintended access or attack by providing notice via written or electronic correspondence to the Contract Monitor and Procurement Officer.
- (c) The Contractor shall notify the Contract Monitor within two (2) hours if there is a threat to the Contractor and/or subcontractor's systems as it pertains to the use, disclosure, and security of the Department's Sensitive Data.
- (d) If an unauthorized use or disclosure of any Sensitive Data occurs, the Contractor must provide written notice to the Contract Monitor within one (1) Business Day after the Contractor's discovery of such use or disclosure and, thereafter, all information the State requests concerning such unauthorized use or disclosure.
- (e) The Contractor, within one (1) Business Day of discovery, shall report to the Contract Monitor any improper or non-authorized use or disclosure of Sensitive Data. The Contractor's report shall identify:
 - 1. the nature of the unauthorized use or disclosure;
 - 2. the Sensitive Data used or disclosed;
 - 3. who made the unauthorized use or received the unauthorized disclosure;
 - 4. what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and;
 - 5. what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
 - 6. the Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- (f) The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of PII or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State and its officials and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.
- (g) This Section 3.3.3.3 shall survive expiration or termination of the Contract.

3.4 Insurance Requirements

- 3.4.1 The Contractor shall maintain Commercial General Liability Insurance to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, with a limit of \$1,000,000 per occurrence and \$3,000,000 aggregate.
- 3.4.2 The Contractor shall maintain Errors and Omissions/Professional Liability insurance with a minimum limit of \$1,000,000 per claim and \$3,000,000 annual aggregate.
- 3.4.3 The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.

- 3.4.4 The Contractor shall maintain Crime Insurance to cover employee theft with minimum single loss limit of \$1,000,000 per loss, and a single loss retention not to exceed \$10,000. The State of Maryland and the Department should be added as a “loss payee.”
- 3.4.5 Worker’s Compensation - The Contractor shall maintain such insurance as necessary or as required by Workers’ Compensation Acts, the Longshore and Harbor Workers’ Compensation Act, and the Federal Employers’ Liability Act, to not be less than one million dollars (\$1,000,000) per occurrence (unless a state’s law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.
- 3.4.6 The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers’ Compensation Insurance and professional liability.
- 3.4.7 All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Procurement Officer, by certified mail, not less than 30 days’ advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are cancelled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.
- 3.4.7 Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.
- 3.4.8 The recommended awardee must provide current certificate(s) of insurance within the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.
- 3.4.7 The Contractor shall require that any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.5 Problem Escalation Procedure

- 3.5.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.
- 3.5.2 The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel, as directed should the Contract Monitor not be available.
- 3.5.3 The Contractor must provide the PEP no later than ten (10) Business Days after notice of recommended award or the date of Notice to Proceed, whichever is earlier. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:
- The process for establishing the existence of a problem;

- Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
- For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;
- Expedited escalation procedures and any circumstances that would trigger expedited escalation procedures;
- The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
- Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and
- A process for updating and notifying the Contract Monitor of any changes to the PEP.

3.5.4 Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

3.6 Invoicing

3.6.1 General

All invoices for services shall be signed by the Contractor and submitted to the MDH Facility Contract Administrator. All invoices shall include the following information:

- Contractor name and address;
- Remittance address;
- Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
- Invoice period (i.e. time period during which services covered by invoice were performed);
- Invoice date;
- Invoice number;
- State assigned Contract number;
- State assigned (Blanket) Purchase Order number(s);
- Goods or services provided; and
- Amount due.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

3.6.2 Invoicing and payment for all tests other than third party insurers

1. Invoices shall be submitted monthly to the MDH Facility's Business Office and shall be received no later than the 15th of the month following the month in which services were provided. Invoices shall include, at a minimum:
 - a. Contractor's name, address and federal ID #
 - b. Invoice Date
 - c. Total amount of the invoice
 - d. Detailed support of the total amount of the invoice. Specifically, and chronologically by date of service:
 - 1) Patient's full name;
 - 2) The CPT (Current Procedural Terminology) code for each test performed; and

- 3) The price of each individual test or battery of tests, including STAT tests, shall be as listed on the Bid Form or, for tests not listed on the Bid Form, at 65% of the rate for the test as listed in the Laboratory Test Schedule that was submitted with this Bid or subsequently updated. (See Section 3.2.18.)
 2. Upon receipt of the invoice, the MDH Facility's Contract Administrator will verify the accuracy of the amount billed to insure that:
 - a. The test procedure was actually ordered;
 - b. The test results were received;
 - c. The correct test was performed; and
 - d. The amount billed is correct.
 3. No payment will be made until the invoice is fully reconciled and corrected. All payment adjustments resulting from incorrect invoices will be fully reconciled on current or subsequent invoices.
- 3.6.3 The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Also see the "Living Wage" provision of the Contract, if applicable, which allows for withholding of payment under certain circumstances. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.02.
- 3.6.4 **For the purposes of the Contract an amount will not be deemed due and payable if:**
1. The amount invoiced is inconsistent with the Contract;
 2. The proper invoice has not been received by the party or office specified in the Contract;
 3. The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract;
 4. The item or services have not been accepted;
 5. The quantity of items delivered is less than the quantity ordered;
 6. The items or services do not meet the quality requirements of the Contract;
 7. If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule;
 8. If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met; or
 9. The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract concerning performance under the Contract and compliance with its provisions.

3.7 MBE Reports

There is no MBE goal for this solicitation.

3.8 VSBE Reports

There is no Veteran-Owned Small Business Enterprise (VSBE) participation goal for this procurement.

3.9 SOC 2 Type 2 Audit Report

A SOC 2 Type 2 Report is not a Contractor requirement for this Contract.

3.10 End of Contract Transition

The Contractor shall cooperate in the orderly transition of services from the Contract awarded under this solicitation to any subsequent contract for similar services. The transition period shall begin ninety (90) days before the Contract end date, or the end date of any final exercised option or contract extension. The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the Contract Monitor. **The Contract Monitor may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of Contract.**

3.11 Maryland Healthy Working Families Act Requirements

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All Bidders should be aware of how this Act could affect your potential contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations web site for Maryland Healthy Working Families Act information: <http://dllr.maryland.gov/paidleave/>.

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SECTION 4 – BID FORMAT

4.1 Two Part Submission

Bids shall be submitted in the following manner:

- a. A Technical Offer, including any sample(s) if appropriate, but not including any Bid pricing/cost information (see Section 4.2); and
- b. A Bid Price Form including all Bid pricing/cost information (see Section 4.3)

One original and three (3) copies of both the Technical Offer and the Bid Price Form shall be placed in separate, sealed envelopes or other appropriate packaging, with labels indicating “Technical Offer” or “Bid Price Form” as appropriate. These two separate envelopes/packages should then be placed in a singled sealed envelope or other appropriate package along with any Minimum Qualification documentation that may be required (see Section 2) and all other Required Bid Submissions (see Section 4.4). This single envelope/package shall bear the MS-IFB title and number, name and address of the Bidder, and closing date and time for receipt of the Bids.

4.2 Technical Offer

4.2.1 Technical Offer Requirements

Each Bidder shall:

- a. Address each Scope of Work requirement (Section 3.2) in its Technical Offer and describe how its proposed services will meet or exceed the requirement(s). If the State is seeking Bidder agreement to any requirement(s), the Bidder shall state its agreement or disagreement. Any paragraph in the Technical Offer that responds to a Scope of Work (Section 3.2) requirement shall include an explanation of how the work will be done. Any exception to a requirement, term, or condition may result in having the Bid classified as not responsive or the Bidder deemed not responsible, and the Technical Offer determined not acceptable.

Responses in the Bidder’s Technical Offer should reference the organization and numbering of Sections in the MS-IFB (ex. “Section 3.2.1 Response . . . ; “Section 3.2.2 Response . . .,” etc.). This Technical Offer organization will allow State officials to “map” Bidder responses directly to MS-IFB requirements by Section number and will aid in the review process.

- b. Provide a definitive description of the proposed plan to meet the requirements of the MS-IFB, i.e., a Work Plan. The Work Plan shall include the specific methodology and techniques to be used by the Bidder in providing the required services as outlined in MS-IFB Section 3, Scope of Work. The description shall include an outline of the overall management concepts employed by the Bidder and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan. The Bidder’s Work Plan must include at least the following:
 - i. The nature and extent of any in-service education and training to be offered and what training has been offered in the past and to whom. This description shall include the numbers of individuals trained and their profession(s) and the frequency of training.
 - ii. A list of each laboratory site that will be involved in any way in the performance of this Contract, the location and scheduled hours of operation of each such laboratory, and a brief description of the nature of that involvement, i.e., routine pick-ups might be handled by one site and non-routine pick-ups occurring on evenings or weekends

might be handled by a different site. In addition, each Bidder shall provide for each laboratory site listed the name, address, and contact number(s).

- iii. The number and type of pieces of major testing equipment in use at each location described in response to Section 4.2.1 b ii, along with their age and condition, purpose or tests that can be performed with the equipment, and approximate number of tests performed annually.
 - iv. A list of contacts that shall be available for technical support and laboratory testing issues. The list of contacts shall include contact information (name, title, phone, fax, and email) for administrative, operational, clinical, technical, and other specialists needed to provide the necessary labor, materials, vehicles, equipment, and supervision for laboratory services at the MDH Facilities.
 - v. The Bidder's current Laboratory Test Schedule. (See Section 3.2.18.b.)
 - vi. The Bidder's listing of Critical/Panic Values for all laboratory tests available. (See Section 3.2.6 a.)
 - vii. The supplies/materials it will provide and its plan to prevent depletion of any of its required supplies/materials throughout the Contract.
 - viii. A sample of the laboratory test request that will be utilized for requesting tests in conjunction with the services under this Contract.
 - ix. A description of the centrifuge to be provided to each Facility and any other equipment the Bidder will provide as of the start of the Contract
 - x. A description of how any provided equipment will be maintained and, if necessary, replaced or upgraded.
 - xi. A description of how test requests will be transmitted and received as well as a backup plan should the computer equipment fail to transmit or receive test requests and results either at the MDH Facilities or at the Bidder's site.
 - xii. A specimen collection reference manual.
 - xiii. Examples of the reports available from the Bidder's computerized system.
 - xiv. A copy of the Bidder's Quality Assurance Program.
- c. Provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Department's Contract Monitor should problems arise under the Contract and explain how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures must be submitted as indicated in MS-IFB Section 3.5.
 - d. For the laboratory site(s) that will be used to perform this Contract, individually and collectively state the number of customers served and number of tests performed within the previous three (3) years.
 - e. A statement that it can and will provide all the tests contained on the Bid Form. If reasonably possible, state how many of each such test were performed by the Bidder within the past year.

4.2.2 Technical Offers will not be opened publicly, but will be opened in the presence of at least two (2) State employees. Technical Offers will then be reviewed. Prior to the Bid Price Form opening, Technical Offers will be shown only to State employees with a legitimate interest in them.

4.2.3 Technical Criteria

The following criteria shall be used to determine the acceptability of each item listed or provided under Section 4.2.1 "Technical Offer Requirements." All criteria are pass/fail. Technical Offers are not ranked but determined to be acceptable or not acceptable.

- a. The Bidder's perceived understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be done (i.e., response to MS-IFB Section 3.2 requirements). (see Section 4.2.1 a)
- b. The thoroughness and perceived adequacy of the Bidder's Work Plan. (see Section 4.2.1.b)
- c. The adequacy of the Bidder's Problem Escalation Procedure. (see Section 4.2.1.c.)
- d. The Bidder's demonstrated or described capability and reliability to perform the types and quantities of tests indicated on the Bid Form for all of the Facilities listed. (see Sections 4.2.1 d and e, 4.4.5, and 4.4.9)
- e. The Bidder's perceived financial capability and integrity. (see Sections 4.4.6, 4.4.7, 4.4.8, and 4.4.10.)

4.2.4 After Technical Offers have been reviewed, Bidders whose Technical Offers are determined not to be acceptable, based upon the technical criteria as set forth in Section 4.2.3, will be notified in writing that their Bids are not acceptable and being rejected. Included with the rejection notice, the unopened Bid Form will also be returned. Bid Forms from only those Bidders whose Technical Offers have been found acceptable shall be publicly opened at the date, time, and place specified in the Key Information Summary Sheet. (See MS-IFB Section 1.13.3.)

4.3 Bid Price Form

The Bid shall contain all price information in the format specified on the Bid Form (**Attachment F**). The Bidder shall complete the Bid Form only as provided in the Bid Pricing Instructions and the Bid Form. Do not amend, alter, or leave blank any items on the Bid Form or include additional clarifying or contingent language on or attached to the Bid Form. Failure to adhere to any of these instructions may result in the Bid being determined to be non-responsive and rejected by the Department.

4.4 Required Bid Submissions

Bidders shall include the following with their Bid:

4.4.1 Transmittal Letter:

A Transmittal Letter shall accompany the Bid. The purpose of this letter is to transmit the Bid and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Bidder to the services and requirements as stated in this MS-IFB. The Transmittal Letter should include the following:

- Name and address of the Bidder;
- Name, title, e-mail address, and telephone number of a primary contact for the Bidder;
- Solicitation Title and Solicitation Number that the Bid is in response to;
- Signature, typed name, and title of an individual authorized to commit the Bidder to its Bid;
- Federal Employer Identification Number (FEIN) of the Bidder, or if a single individual, that individual's Social Security Number (SSN);
- Bidder's eMM number;
- Bidder's MBE certification number (if applicable);
- Acceptance of all State MS-IFB and Contract terms and conditions (see Section 1.24); and
- Acknowledgement of all addenda to this MS-IFB.

Any information which is claimed to be confidential is to be noted by reference and included after the Transmittal Letter. An explanation for each claim of confidentiality shall be included (see Section 1.14 "Confidentiality of Bids").

In addition, the Transmittal Letter shall indicate whether the Bidder is the subsidiary of another entity, and if so, whether all information submitted by the Bidder pertains exclusively to the Bidder. If not, the subsidiary Bidder shall include a guarantee of performance from its parent organization as part of its Executive Summary (see RFP Section 1.22 for more information).

4.4.2 **Minimum Qualifications Documentation:**

The Bidder shall submit any Minimum Qualifications documentation that may be required, as set forth in Section 2 “Bidder Minimum Qualifications.”

4.4.3 **Completed Required Attachments:** Submit three (3) copies of each with original signatures:

- a. Completed Bid/Proposal Affidavit (**Attachment B**).
- b. Completed Maryland Living Wage Requirements Affidavit of Agreement (**Attachment G-1**).

4.4.4 **Additional Documents *If Required:** Submit three (3) copies of each with original signatures, if required.

* See appropriate MS-IFB Section to determine whether the document is required for this procurement:

- a. A Signed Statement from the Bidder’s Parent Organization Guaranteeing Performance of the Bidder. ***see Section 1.22**
- b. Completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) ***see Section 1.33.**
- c. Completed Federal Funds Attachment (**Attachment H**) ***see Section 1.35.**
- d. Completed Conflict of Interest Affidavit and Disclosure (**Attachment I**) ***see Section 1.36.**
- e. Completed Mercury Affidavit (**Attachment L**) ***see Section 1.40.**
- f. Completed Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Prime/Subcontractor Participation Schedule. (**Attachment M-1**) ***see Section 1.41.**
- g. Completed Location of the Performance of Services Disclosure (**Attachment N**) ***see Section 1.42.**

4.4.5 **References:**

At least three (3) references are requested from customers who are capable of documenting the Bidder’s ability to provide the services specified in this MS-IFB. References used to meet any Bidder Minimum Qualifications (see Section 2) may be used to meet this request. Each reference shall be from a client for whom the Bidder has provided services within the past five (5) years and shall include the following information:

- a. Name of client organization;
- b. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- c. Value, type, duration, and description of services provided.

The Department reserves the right to request additional references or utilize references not provided by a Bidder. Points of contact must be accessible and knowledgeable regarding Bidder performance.

4.4.6 **List of Current or Prior State Contracts:**

Provide a list of all contracts with any entity of the State of Maryland for which the Bidder is currently performing services or for which services have been completed within the last five (5) years. For each identified contract, the Bidder is to provide:

- a. The State contracting entity;
- b. A brief description of the services/goods provided;
- c. The dollar value of the contract;
- d. The term of the contract;
- e. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- f. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Bidder's level of performance on State contracts will be used by the Procurement Officer to determine the responsibility of the Bidder and considered as part of the experience and past performance evaluation criteria of the MS-IFB.

4.4.7 Financial Capabilities:

The Bidder must include in its Bid a commonly-accepted method to prove its integrity. If available, the Bidder shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

In addition, the Bidder may supplement its response to this Section by including one or more of the following with its response:

- 1) Dun & Bradstreet Rating;
- 2) Standard and Poor's Rating;
- 3) Lines of credit;
- 4) Evidence of a successful financial track record; and
- 5) Evidence of adequate working capital.

4.4.8 Certificate of Insurance:

The Bidder shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Bid submission date. The current insurance types and limits do not have to be the same as described in Section 3.4. See Section 3.4 for the required insurance certificate submission for the apparent awardee.

4.4.9 Subcontractors:

The Bidder shall provide a complete list of all subcontractors that will work on the Contract if the Bidder receives an award, including those utilized in meeting the MBE and VSBE subcontracting goal(s), if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate attachment(s) of this MS-IFB.

4.4.10 Legal Action Summary:

This summary shall include:

- i. A statement as to whether there are any outstanding legal actions or potential claims against the Bidder and a brief description of any action;
- ii. A brief description of any settled or closed legal actions or claims against the Bidder over the past five (5) years;

- iii. A description of any judgments against the Bidder within the past five (5) years, including the court, case name, number, complaint number, and a brief description of the final ruling or determination; and
- iv. In instances where litigation is on-going and the Bidder has been directed not to disclose information by the court, provide the name of the judge and location of the court.

4.5 Reciprocal Preference

Although Maryland law does not generally authorize procuring units to favor resident Bidders in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, COMAR 21.05.01.04 permits procuring units to apply a reciprocal preference in favor of a Maryland resident business under the following conditions:

- The Maryland resident business is a responsible Bidder;
- The most advantageous Bid is from a responsible Bidder whose principal office or principal operations through which it would provide the services required under this MS-IFB is in another state;
- The other state gives a preference to its resident businesses through law, policy, or practice; and
- The Maryland resident preference does not conflict with a federal law or grant affecting the procurement Contract.

The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

4.6 Delivery

Bidders may either mail or hand-deliver Bids.

- 4.6.1 For U.S. Postal Service deliveries, any bid that has been received at the appropriate mail room, or typical place of mail receipt for the respective procuring unit by the time and date listed in the MS-IFB will be deemed to be timely. If a Bidder chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail or another form for which both the date and time of receipt can be verified by the Department. It could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit and a Bidder using first class mail will not be able to prove a timely delivery at the mailroom.
- 4.6.2 Hand-delivery includes delivery by commercial carrier acting the Bidder. For any type of direct (non-mail) delivery, a Bidder is advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

4.7 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract Award, the following documents shall be completed and submitted by the recommended awardee within five (5) Business Days, unless noted otherwise. Submit three (3) copies of each with original signatures.

- a. signed Contract (**Attachment A**),
- b. completed Contract Affidavit (**Attachment C**),
- c. completed MBE **Attachments D-2 and D-3A/B**, within ten (10) Business Days, if applicable; *see **Section 1.33**,

- d. MBE Waiver Justification within ten (10) Business Days (see **MBE Waiver Guidance and forms in Attachments D-1B and D-1C**), if a waiver has been requested (if applicable; *see **Section 1.33**),
- e. signed Non-Disclosure Agreement (**Attachment J**), if applicable; *see **Section 1.37**,
- f. signed HIPAA Business Associate Agreement (**Attachment K**), if applicable; *see **Section 1.38**,
- h. completed VSBE **Attachment M-2**, if applicable *see **Section 1.41**,
- i. completed DHS Hiring Agreement, **Attachment O**, if applicable *see **Section 1.43**, and
- i. copy of a current Certificate of Insurance with the prescribed limits set forth in Section 3.4 “Insurance Requirements,” listing the State as an additional insured, if applicable; *see **Section 3.4**.

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MS-IFB ATTACHMENTS

ATTACHMENT A – Contract

This is the sample contract used by the Department. It is provided with the MS-IFB for informational purposes and is not required to be submitted at Bid submission time. Upon notification of recommendation for award, a completed contract will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer three (3) executed copies of the Contract within five (5) Business Days after receipt. Upon Contract award, a fully-executed copy will be sent to the Contractor.

ATTACHMENT B – Bid/Proposal Affidavit

This Attachment must be completed and submitted with the Bid.

ATTACHMENT C – Contract Affidavit

This Attachment must be completed and submitted by the recommended awardee to the Procurement Officer within five (5) Business Days of receiving notification of recommendation for award.

ATTACHMENT D – Minority Business Enterprise Forms

If required (see Section 1.33), these Attachments include the MBE subcontracting goal statement, instructions, and MBE Attachments D-1 through D-5. Attachment D-1 must be properly completed and submitted with the Bidder's Bid or the Bid will be deemed non-responsive and rejected. Within 10 Business Days of receiving notification of recommendation for Contract award, the Bidder must submit Attachments D-2 and D-3A/B.

ATTACHMENT E – Pre-Bid Conference Response Form

It is requested that this form be completed and submitted as described in Section 1.7 by those potential Bidders that plan on attending the Pre-Bid Conference.

ATTACHMENT F – Bid Form Instructions and Bid Form

The Bid Form must be completed and submitted with the Bid.

ATTACHMENT G – Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement

Attachment G-1 Living Wage Affidavit of Agreement must be completed and submitted with the Bid.

ATTACHMENT H – Federal Funds Attachment

If required (see Section 1.35), these Attachments must be completed and submitted with the Bid as instructed in the Attachments.

ATTACHMENT I – Conflict of Interest Affidavit and Disclosure

If required (see Section 1.36), this Attachment must be completed and submitted with the Bid.

ATTACHMENT J – Non-Disclosure Agreement

If required (see Section 1.37), this Attachment must be completed and submitted within five (5) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Bid.

ATTACHMENT K – HIPAA Business Associate Agreement

If required (see Section 1.38), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Bid.

ATTACHMENT L – Mercury Affidavit

If required (see Section 1.40), this Attachment must be completed and submitted with the Bid.

ATTACHMENT M – Veteran-Owned Small Business Enterprise Forms

If required (see Section 1.41), these Attachments include the VSBE Attachments M-1 through M-4. Attachment M-1 must be completed and submitted with the Bid. Attachment M-2 is required to be submitted within ten (10) Business Days of receiving notification of recommendation for award.

ATTACHMENT N – Location of the Performance of Services Disclosure

If required (see Section 1.42), this Attachment must be completed and submitted with the Bid.

ATTACHMENT O – Department of Human Services (DHS) Hiring Agreement

If required (see Section 1.43), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommendation for award.

ATTACHMENT P – Listing of MDH Facilities (with addresses and telephone numbers)

ATTACHMENT Q – Directions and map to Pre-Bid Conference

ATTACHMENT A – CONTRACT

(Do not change any of the standard contract terms.)
(CONTRACT TITLE)

THIS CONTRACT (the “Contract”) is made this (“Xth”) day of (month), (year) by and between (Contractor’s name) and the STATE OF MARYLAND, acting through the (DEPARTMENT).

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which is duly acknowledged by the parties, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “Bid” means the Contractor’s Bid dated (Bid date).
- 1.2 “COMAR” means Code of Maryland Regulations.
- 1.3 “Contract” means this agreement between (Contractor’s name) and the State of Maryland, acting through the Maryland Department of Health.
- 1.4 “Contract Monitor” means the Department employee identified in Section 1.6 of the MS-IFB as the Contract Monitor.
- 1.5 “Contractor” means (Contractor’s name) whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address).
- 1.6 “Department” means the Maryland Department of Health.
- 1.7 “MS-IFB” means the Invitation for Bids for Laboratory Service Solicitation # 19-17486, and any addenda thereto issued in writing by the State.
- 1.8 “Procurement Officer” means the Department employee identified in Section 1.5 of the MS-IFB as the Procurement Officer.
- 1.9 “State” means the State of Maryland.

2. Scope of Contract

- 2.1 The Contractor shall provide deliverables, programs, goods, and services specific to the Contract for Laboratory Services for Maryland Department of Health Facilities awarded in accordance with Exhibits A-C listed in this section and incorporated as part of this Contract. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The MS-IFB

Exhibit B – State Contract Affidavit, executed by the Contractor and dated (date of Attachment C)

Exhibit C – The Bid

- 2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the MS-IFB. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this

section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

- 2.3 While the Procurement Officer may, at any time, by written change order, make unilateral changes in the work within the general scope of the Contract as provided in Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance.

- 3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. The Contractor shall provide services under this Contract as of the Go-Live date contained in the written Notice to Proceed. From this Go-Live date, the Contract shall be for a period of three years beginning September 1, 2019 and ending on August 31, 2022.
- 3.2 The State, at its sole option, has the unilateral right to extend the term of the Contract for two additional successive one-year terms at the prices quoted in the Bid for Option Years
- 3.3 Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration or termination of the Contract.

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal. Unless properly modified (see above Section 2.3), payment to the Contractor pursuant to this Contract, including the base term and any option exercised by the State, shall not exceed \$ (enter NTE amount).

Contractor shall notify the Contract Monitor, in writing, at least sixty (60) days before payments reach the above specified amount. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor shall: (a) promptly consult with the State and work in good faith to establish a plan of action to assure that every reasonable effort has been undertaken by the Contractor to complete State-defined critical work in progress prior to the date the stated amount will be reached; and (b) when applicable secure databases, systems, platforms, and/or applications on which the Contractor is working so that no damage or vulnerabilities to any of the same will exist due to the existence of any such unfinished work.

- 4.2 Unless a payment is unauthorized, deferred, delayed, or set off under COMAR 21.02.07, payments to the Contractor pursuant to this Contract shall be made no later than thirty (30) days after the State's receipt of a proper invoice from the Contractor. The Contractor may be eligible to receive late payment interest at a rate of 9% per annum if: (1) The Contractor submits an invoice for the late payment interest within 30 days after the date of the State's payment of the amount on which the interest accrued; and (2) A Contract claim

has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland. The State is not liable for interest: (1) accruing more than one year after the 31st day after the agency receives the invoice; or (2) on any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable. Each invoice for services rendered must include the Contractor's Federal Tax Identification or Social Security Number for a Contractor who is an individual which is **(Contractor's FEIN or SSN)**. Charges for late payment of invoices other than as prescribed at Md. Code Ann., State Finance and Procurement Article, §15-104 are prohibited. Invoices shall be submitted to the Contract Monitor. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.4 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.
- 4.5 Contractor's eMarylandMarketplace vendor ID number is **(Contractor's eMM number)**.

5. Rights to Records

- 5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 5.5 Upon termination of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

6. Exclusive Use

- 6.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.
- 6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or developed by Contractor relating to the Contract, except that Contractor may provide said information to any of its officers, employees and subcontractors who Contractor requires to have said information for fulfillment of Contractor's obligations hereunder. Each officer, employee and/or subcontractor to whom any of the Department's confidential information is to be disclosed shall be advised by Contractor of and bound by confidentiality and intellectual property terms substantively equivalent to those of this Contract.

7. Patents, Copyrights, and Intellectual Property

- 7.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to, or a trade secret of, another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.
- 7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs, and attorneys' fees that a court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.
- 7.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: (a) procure for the State the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item's specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

8. Confidential or Proprietary Information and Documentation

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH ACT, and the Maryland Medical Records Act and the implementation of regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

8.2 This Section 8 shall survive expiration or termination of this Contract.

9. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and/or applications with which the Contractor is working hereunder.

10. Indemnification

- 10.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.
- 10.2 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State's employees.
- 10.3 The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.
- 10.4 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.
- 10.5 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.
- 10.6 This Section 10 shall survive termination of this Contract.

11. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

12. Disputes

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's

decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

13. Maryland Law

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland), does not apply to this Contract or to any purchase order or Notice to Proceed issued under this Contract, or any software, or any software license required hereunder.
- 13.3 Any and all references to the Maryland Code, Annotated contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of this Contract.

16. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

19. Delays and Extensions of Time

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays, interruptions, interferences, or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

21. Pre-Existing Regulations

In accordance with the provisions of Md. Code Ann., State Finance and Procurement Article, § 11-206, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

22. Financial Disclosure

The Contractor shall comply with the provisions of Md. Code Ann., State Finance and Procurement Article, § 13-221, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches

\$100,000, file with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Md. Code Ann., Election Law Article, Title 14, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall, file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website: http://www.elections.state.md.us/campaign_finance/index.html.

24. Documents Retention and Inspection Clause

The Contractor and subcontractors shall retain and maintain all records and documents relating to this Contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations or federal retention requirements (such as HIPAA), whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. In the event of any audit, the Contractor shall provide assistance to the State, without additional compensation, to identify, investigate, and reconcile any audit discrepancies and/or variances. This Section 24 shall survive expiration or termination of the Contract.

25. Right to Audit

- 25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's and/or subcontractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the Contract services being performed for the State.
- 25.2 Upon three (3) Business Days' notice, the Contractor and/or any subcontractors shall provide the State reasonable access to their respective records to verify conformance to the terms of the Contract. The Department may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at the Department's election. The Department may copy, at its own expense, any record related to the services performed and provided under this Contract.
- 25.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s) that provide essential support to the Contract services. The Contractor and/or subcontractor(s) shall ensure the Department has the right to audit such subcontractor(s).
- 25.4 The Contractor and/or subcontractors shall cooperate with Department and Department's designated accountant or auditor and shall provide the necessary assistance for the Department or Department's

designated accountant or auditor to conduct the audit.

25.5 This Section shall survive expiration or termination of the Contract.

26. Compliance with Laws

The Contractor hereby represents and warrants that:

- 26.1 It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 26.2 It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 26.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- 26.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

27. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its Bid/Proposal.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Bid/Proposal, was inaccurate, incomplete, or not current.

28. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer provided, however, that a Contractor may assign monies receivable under a contract after due notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

29. Liability

For breach of this Contract, negligence, misrepresentation, or any other contract or tort claim, Contractor shall be liable as follows:

- 29.1 For infringement of patents, copyrights, trademarks, service marks, and/or trade secrets, as provided in Section 7 of this Contract;
- 29.2 Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and

- 29.3 For all other claims, damages, losses, costs, expenses, suits, or actions in any way related to this Contract, regardless of the form Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

30. Commercial Nondiscrimination

- 30.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described at Md. Code Ann., State Finance and Procurement Article, Title 19. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- 30.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Department, in all subcontracts.
- 30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Md. Code Ann., State Finance and Procurement Article, Title 19, as amended from time to time, Contractor agrees to provide within sixty (60) days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth at Md. Code Ann., State Finance and Procurement Article, Title 19, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

31. Prompt Pay Requirements

- 31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:
- a. Not process further payments to the contractor until payment to the subcontractor is verified;
 - b. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
 - c. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
 - d. Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - e. Take other or further actions as appropriate to resolve the withheld payment.
- 31.2 An "undisputed amount" means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such "undisputed amounts" include, without limitation:

- a. Retainage which had been withheld and is, by the terms of the Contract between the Contractor and subcontractor, due to be distributed to the subcontractor; and
 - b. An amount withheld because of issues arising out of a Contract or occurrence unrelated to the Contract under which the amount is withheld.
- 31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department, concerning a withheld payment between the Contractor and a subcontractor under this provision, may not:
- a. Affect the rights of the contracting parties under any other provision of law;
 - b. Be used as evidence on the merits of a dispute between the Department and the contractor in any other proceeding; or
 - c. Result in liability against or prejudice the rights of the Department.
- 31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise (MBE) program.
- 31.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:
- a. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
 - b. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.
 - iv. Verification shall include a review of:
 - (a) The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - (b) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
 - c. If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
 - d. If the Department determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
 - i. Terminate the contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
 - e. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

32. Living Wage

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and

Regulation, the agency may withhold payment of any invoice or retainage. The agency may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

33. Use of Estimated Quantities

Unless specifically indicated otherwise in the State's solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

34. Contract Monitor and Procurement Officer

The work to be accomplished under this Contract shall be performed under the direction of the Contract Monitor. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

35. Notices

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State: (name of Procurement Officer)
Procurement Officer
(address and contact information for Procurement Officer)

If to the Contractor: _____

(If a Contractor intends to rely on its Parent Company in some manner while performing on the State Contract, the following clause should be included and completed for the Contractor's Parent Company to guarantee performance of the Contractor. The guarantor/Contractor's Parent Company should be named as a party and signatory to the Contract and should be in good standing with SDAT.)

36. Parent Company Guarantee

(Corporate name of Contractor's Parent Company) hereby guarantees absolutely the full, prompt, and complete performance by (Contractor) of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations, and liabilities. (Corporate name of Contractor's Parent Company) may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. (Corporate name of Contractor's Parent Company) further agrees that if the State brings any claim, action, suit or proceeding against (Contractor), (Corporate name of Contractor's Parent Company) may be named as a party, in its capacity as Absolute Guarantor.

(The following clause is mandatory for Federally-funded contracts involving healthcare entities or individuals, the employment of healthcare entities or individuals, or subcontracting with healthcare entities or individuals that may be named on the DHHS List of Excluded Individuals/Entities.)

37. Federal Department of Health and Human Services (DHHS) Exclusion Requirements

The Contractor agrees that it will comply with federal provisions (pursuant to §§ 1128 and 1156 of the Social Security Act and 42 C.F.R. 1001) that prohibit payments under certain federal health care programs to any individual or entity that is on the List of Excluded Individuals/Entities maintained by DHHS. By executing this contract, the Contractor affirmatively declares that neither it nor any employee is, to the best of its knowledge, subject to exclusion. The Contractor agrees, further, during the term of this contract, to check the List of Excluded Individuals/Entities prior to hiring or assigning individuals to work on this Contract, and to notify the Department immediately of any identification of the Contractor or an individual employee as excluded, and of any DHHS action or proposed action to exclude the Contractor or any Contractor employee.

38. Compliance with Federal HIPAA and State Confidentiality Law

- 38.1 The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq., and implementing regulations including 45 C.F.R. Parts 160 and 164. The Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes:
- (a) As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;
 - (b) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the contract; and
 - (c) Otherwise providing good information management practices regarding all health information and medical records.
- 38.2 Protected Health Information as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

39. Limited English Proficiency

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article, §§ 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and MDH Policy 02.06.07.

40. Miscellaneous

- 40.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.
- 40.2 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms

contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

STATE OF MARYLAND
MARYLAND DEPARTMENT OF
HEALTH

By:

By: Robert R. Neall, Secretary
Or designee:

Date

Date

Approved for form and legal sufficiency
this ____ day of _____, 20____.

Assistant Attorney General

APPROVED BY BPW: _____
(Date) (BPW Item #)

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/Proposal on this project, the Bidder/Offeror has considered all Bids/Proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal. As part of its Bid/Proposal, the Bidder/Offeror herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority Proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/Proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the Bid/Proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/Proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1)-(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;

(9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:

(a) §7201, Attempt to Evade or Defeat Tax;

(b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,

(c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,

(d) §7205, Fraud and False Statements, or

(e) §7207, Fraudulent Returns, Statements, or Other Documents;

(10) Been convicted of a violation of 18 U.S.C. §286, Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;

(11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and

list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/Proposal that is being submitted; or
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/Proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/Proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: _____

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

I FURTHER AFFIRM THAT:

In preparing its Bid/Proposal on this project, the Bidder/Offeror has considered all Bids/Proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business arrangements, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for Bids/Proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal.

N. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the Bid or Proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/Proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

ATTACHMENT C – CONTRACT AFFIDAVIT

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation — ☐ domestic or ☐ foreign;
- (2) Limited Liability Company — ☐ domestic or ☐ foreign;
- (3) Partnership — ☐ domestic or ☐ foreign;
- (4) Statutory Trust — ☐ domestic or ☐ foreign;
- (5) ☐ Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID

Number: _____ Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a contract for a procurement contract with the State, a

county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its Bid/Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business's policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
- (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
- (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 201____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (printed name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

ATTACHMENTS D – MINORITY BUSINESS ENTERPRISE FORMS

This solicitation does not include a Minority Business Enterprise (MBE) subcontractor participation goal.

ATTACHMENT E – PRE-BID CONFERENCE RESPONSE FORM

Solicitation Number 19-17846 LABORATORY SERVICES FOR MDH FACILITIES

A Pre-Bid Conference will be held at the date, time, and location indicated in the MS-IFB Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors).

Please return this form at least five (5) Business Days prior to the Pre-Proposal Conference date, advising whether or not you plan to attend. The completed form should be returned via e-mail or fax to the Procurement Coordinator. The Procurement Coordinator's contact information is provided in Section 1.5.3.

Please indicate:

_____ Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

_____ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see MS-IFB § 1.7 “Pre-Bid Conference”):

Signature

Title

Name of Firm (please print)

ATTACHMENT F – BID PRICING INSTRUCTIONS

In order to assist Bidders in the preparation of their Bid and to comply with the requirements of this solicitation, Bid Pricing Instructions and a Bid Form have been prepared. Bidders shall submit their Bid on the Bid Form in accordance with the instructions on the Bid Form and as specified herein. Do not alter the Bid Form or the Bid Form may be rejected. The Bid Form is to be signed and dated, where requested, by an individual who is authorized to bind the Bidder to the prices entered on the Bid Form.

The Bid Form is used to calculate the Bidder's TOTAL BID PRICE. Follow these instructions carefully when completing your Bid Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this MS-IFB and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this MS-IFB and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Bid Form shall be filled in. Any blanks may result in the Bid being regarded as non-responsive and thus rejected. Any changes or corrections made to the Bid Form by the Bidder prior to submission shall be initialed and dated.
- F) Except as instructed on the Bid Form, nothing shall be entered on or attached to the Bid Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions usually render the Bid non-responsive, which means it will be rejected.
- G) It is imperative that the prices included on the Bid Form have been entered correctly and calculated accurately by the Bidder and that the respective total prices agree with the entries on the Bid Form. Any incorrect entries or inaccurate calculations by the Bidder will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12, and may cause the Bid to be rejected.
- H) If option years are included, Bidders must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the MS-IFB at the prices entered in the Bid Form.
- I) All Bid prices entered are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the MS-IFB. The Bid price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the MS-IFB, sample amounts used for calculations on the Bid Form are typically estimates for bidding purposes only. The Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.
- K) Failure to adhere to any of these instructions may result in the Bid being determined non-responsive and rejected by the Department.
- L) The bidder shall place their test codes for the respective tests in the appropriate column of the Bid Form.

ATTACHMENT F – BID FORM

BID FORM

The Bid shall contain all price information in the format specified on these pages. Complete the Bid Form only as provided in the Bid Pricing Instructions. Do not amend, alter or leave blank any items on the Bid Form. If option years are included, Bidders must submit Bids for each option year. Failure to adhere to any of these instructions may result in the bid being determined non-responsive and rejected by the Department. The bid form is an Excel file with the filename “MDH Lab Services Bid Form”.

ATTACHMENT G – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (a) Has a State contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A Subcontractor who:
 - (a) Performs work on a State contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B(3) or C below.
 - (3) Service contracts for the following:
 - (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to

avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.

- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/Subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/> and clicking on Living Wage for State Service Contracts.

Maryland Living Wage Requirements Affidavit of Agreement

(submit with Bid/Proposal)

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract Is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons (check all that apply):

- ☐ Bidder/Offeror is a nonprofit organization
- ☐ Bidder/Offeror is a public service company
- ☐ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- ☐ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract Is a Living Wage Contract

- A. The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.
- B. _____ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

- ☐ The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract
- ☐ The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or

- ☐ The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

Signature of Authorized Representative

Date

Title

Witness Name (Typed or Printed)

Witness Signature

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

ATTACHMENT H - FEDERAL FUNDS ATTACHMENT

This solicitation does not include a Federal Funds Attachment.

ATTACHMENT I – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Reference COMAR 21.05.08.08

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a Bidder/Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Bid/Proposal is made.

C. The Bidder/Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The Bidder/Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder/Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Bidder/Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

ATTACHMENT J – NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through the Maryland Department of Health (the “Department”), and _____ (the “Contractor”).

RECITALS

WHEREAS, the Contractor has been awarded a contract (the “Contract”) following the solicitation for Laboratory Services for Maryland Department of Health Facilities Solicitation # 19-17846; and

WHEREAS, in order for the Contractor to perform the work required under the Contract, it will be necessary for the State at times to provide the Contractor and the Contractor’s employees, agents, and subcontractors (collectively the “Contractor’s Personnel”) with access to certain information the State deems confidential information (the “Confidential Information”).

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the solicitation and the Contract, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, Confidential Information means (1) any and all information provided by or made available by the State to the Contractor in connection with the Contract and (2) any and all Personally Identifiable Information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. §10-1301) and Protected Health Information (PHI) that is provided by a person or entity to the Contractor in connection with this Contract. Confidential Information includes, by way of example only, information that the Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the Contract.
2. Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the Contract. Contractor shall limit access to the Confidential Information to the Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the Contractor’s Personnel are attached hereto and made a part hereof as ATTACHMENT J-1. Contractor shall update ATTACHMENT J-1 by adding additional names (whether Contractor’s personnel or a subcontractor’s personnel) as needed, from time to time.
3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor’s performance of the Contract or who will otherwise have a role in performing any aspect of the Contract, the Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5. Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the Contractor's Personnel or the Contractor's former Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. Contractor shall, at its own expense, return to the Department all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the Contract. Contractor shall complete and submit ATTACHMENT J-2 when returning the Confidential Information to the Department. At such time, Contractor shall also permanently delete any Confidential Information stored electronically by the Contractor.
7. A breach of this Agreement by the Contractor or by the Contractor's Personnel shall constitute a breach of the Contract between the Contractor and the State.
8. Contractor acknowledges that any failure by the Contractor or the Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative, and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and to seek damages from the Contractor and the Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.
9. Contractor and each of the Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
 - f. The Recitals are not merely prefatory but are an integral part hereof; and
 - g. The effective date of this Agreement shall be the same as the effective date of the Contract entered into by the parties.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

Contractor: _____

Maryland Department of Health

By: _____ (SEAL)

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

NON-DISCLOSURE AGREEMENT - ATTACHMENT J-1

**LIST OF CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO
THE CONFIDENTIAL INFORMATION**

Printed Name and Address of Individual/Agent	Employee (E) or Agent (A)	Signature	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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NON-DISCLOSURE AGREEMENT – ATTACHMENT J-2

**CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF CONFIDENTIAL
INFORMATION**

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and

_____, (“Contractor”) dated _____, 20____ (“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the Contractor to this affirmation. Any and all Confidential Information that was stored electronically by me has been permanently deleted from all of my systems or electronic storage devices where such Confidential Information may have been stored.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, HAVING MADE DUE INQUIRY.

DATE: _____

NAME OF CONTRACTOR: _____

BY: _____
(Signature)

TITLE: _____
(Authorized Representative and Affiant)

ATTACHMENT K – HIPAA BUSINESS ASSOCIATE AGREEMENT

This solicitation does not require a HIPAA Business Associate Agreement.

ATTACHMENT L – MERCURY AFFIDAVIT

This solicitation does not include the procurement of products known to likely include mercury as a component.

ATTACHMENTS M – VETERAN-OWNED SMALL BUSINESS ENTERPRISE

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.

ATTACHMENT N – LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

This solicitation does not require a Location of the Performance of Services Disclosure.

ATTACHMENT O – DHS HIRING AGREEMENT

This solicitation does not require a DHS Hiring Agreement.

ATTACHMENT P – LISTING OF MDH FACILITIES

Eastern Shore Hospital Center
P.O. Box 800
5262 Woods Road
Cambridge, Maryland 21613
410-221-2300

Clifton T. Perkins Hospital Center
8450 Dorsey Run Road
Jessup, Maryland 20794
410-724-3000

Spring Grove Hospital Center
55 Wade Avenue
Catonsville, Maryland 21228
410-402-7300

Springfield Hospital Center
6655 Sykesville Road
Sykesville, Maryland 21784
410-970-7000

Thomas B. Finan Hospital Center
P.O. Box 1722
10102 Country Club Road, SE
Cumberland, Maryland 21501-1722
301-777-2405

JLG RICA- Rockville
15000 Broshart Road
Rockville, Maryland 20850
301-251-6820

RICA-Baltimore
605 South Chapel Gate Lane
Baltimore, Maryland 21229
410-368-7800

Holly Center
926 Snow Hill Road
Salisbury, Maryland 21804
410-572-6200

Potomac Center
1380 Marshall Street
Hagerstown, Maryland 21740
240-313-3500

Deer's Head Hospital Center
P.O. Box 2018
351 Deer's Head Hospital Road
Salisbury, Maryland 21802
410-543-4000

ATTACHMENT Q – DIRECTIONS TO SPRING GROVE

Spring Grove is located in Catonsville, Maryland. We are approximately 10 miles west/southwest of downtown Baltimore and approximately 45 minutes north of Washington, D.C.

From Northern Baltimore Area

- Follow the Baltimore Beltway, I-695, South and West to Exit 13, Frederick Road.
- At the end of exit ramp, turn right onto Frederick Road and take an immediate left onto Wade Avenue (The McNabb Funeral Home is located on the corner).
- Follow Wade Avenue for approximately 0.25 miles, at which point it leads directly into the campus of Spring Grove Hospital Center.
- Follow road until you come to a four-way stop sign. Turn right, and at flagpole, turn left. (The SGHC Administration Building is the two- story yellow brick building that is immediately on your left). Pass the Administration Building, through the parking lot. Turn left at the stop sign onto Oak Street.
- Take the next right onto Dogwood Circle.
- Find Parking. **DO NOT PARK UNDER THE OVERHANG.**
- Dix is the first building on the left.
- Proceed down steps to Lower Level Conference Room.

FROM THE SOUTHERN BALTIMORE AREA

- Follow the Baltimore Beltway, I-695, north and west to Exit 12C, Wilkens Avenue, west.
- At the bottom of the exit ramp, turn right onto Wilkens Avenue, proceed through the traffic signal, and follow Wilkens Avenue for approximately 0.5 miles to Valley Road.
- Turn right onto Valley Road and in approximately 500 feet turn right again into the entrance of Spring Grove Hospital Center.
- Follow the entrance road up the hill and onto the grounds of Spring Grove Hospital Center. Bear left at the fork in road (A large map of the campus is located here), and continue on beyond the baseball fields.
- Turn left onto Dogwood Circle; find parking. **DO NOT PARK UNDER THE OVERHANG.**
- Dix is first building on the left.

- **Proceed down steps to Lower Level Conference Room.**

FROM METROPOLITAN WASHINGTON, DC

- Take I-95 North towards Baltimore. Just south of the city take the Catonsville exit, marked I-195 and Route 166.
- Once on the exit ramp, bear left onto Route 166. Follow Route 166 for approximately 3 miles until it ends at Rolling Road.
- Turn right onto Rolling Road and, at the first traffic signal, turn right again onto Wilkens Avenue.
- Follow Wilkens Avenue for approximately 1.5 miles to Valley Road. Turn left onto Valley Road and continue for approximately 500 feet to the entrance to Spring Grove Hospital Center, located on the right.
- Follow the entrance road up the hill and onto the grounds of Spring Grove Hospital Center. Bear left at the fork in the road.
- Turn left onto Dogwood Circle; find parking. DO NOT PARK UNDER THE OVERHANG.
- Dix is the first building on the left.
- **Proceed down steps to Lower Level Conference Room.**